App. F. IX-4

1947-48
(Eleel.)

File No. 322-45.

Previous References.

EDS 140-42 Dt. 29/7/43.

Serial Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15.

Later References.

GENERAL AND REVENUE SECRETARIAT

Serial Nos. ~~Fourteen~~ Fifteen.

Part B for January 1948.

SUBJECT

Supply of electricity to the Silk Fixture Factory at Kollegal - Agreement.

No EDS 1740 Dated 2nd January 1948.

To

The Chief Electrical ~~Engineer~~ Engineer.

Towards a copy of agreement approved and confirmed by the Governor General of India, for information and record in his Office.

2/4/'48

2-2116

ELECTRICAL SECRETARIAT.

Abstract of important references received on 13th October 1943.

SERIAL NO.	FROM WHOM	BRIEF ABSTRACT
	Letter No D.F. 54-43/Pol. dated the 12th October 1943 from the Secretary to the Hon'ble the Resident in Mysore.	Power supply to the Silk filatures at Kollegal. Requests to be furnished with the necessary drawings and specifications relating to the methods of construction of the above feeder for the formal approval of the Chief Electrical Inspector of the Govt. of Madras.

1) A copy of the above communication will, if approved, be forwarded to the Superintending Engineer, Mysore Power System for furnishing the particulars required by the Chief Electrical Inspector of Madras.

BANGALORE,
14-10-1943.

Submitted
Minister for P.W.
Dewan
1) JJB 16.10

Secretary
Government,
Electrical Department.
14/X/43 GS
VD 14/10/43

WD 722—GPB—100—9-11-37

5) 16 20/10 GS

4) Nil 19/10/43

Supply of electricity to the Sri Pilatus at Kollegal

D.999/D1016.

Letter No. 9570 dated the 13th November 1943 from the General Superintendent, G.P.S. offering his remarks in the matter.

7) The main file on the subject has been submitted to see in connection with the proposal of the General Supdt. to entertain the necessary maintenance staff for the above works. On its receipt the present letter of the Dy.S. to P.S. will, if approved, be worked up.

D.No. 863 8/11/43.

3/130 16/11

8) Submitted for orders.

9) The portion marked 'A' in the letter of the G.S.C.P.S may be verified from the Agreement or correspondence with Madras.

VB 15/11 GdG 15/11/43

G 15/11/43 10) [illegible] 16/11

Letter No. D.F. 54-43/Pol. dated the 16th November 1943 from the Secretary to the Hon'ble the Resident in Mysore requesting that the specifications and drawings required by the Govt. of Madras may be forwarded early

2153 17/11

11) Submitted for information.

12) The Residency will be addressed on the lines of the letter of the General Supdt. to P.S. after the main file is received.

VB 17/11/43 13) The main file (D No 843) was sent to Fin Secretary on 3rd Nov 1943 & if appd the Fin Secty will be reminded to expedite it return with Mulay's remarks.

A

GdG 17/XI/43 14) "A" may perhaps be done. 2 Dr is about 15 days since file was sent there

15) [illegible] 17/11 & G 17/11.

16) The main file is since received and a draft reply to the Residency is herewith put up for approval or other orders.

29/11/43.

29/11/43

17) Ls abp

Mir 2-8/8 (S Dn) 29/11/43

18) JMB 30.11.43

3237

Dewan) 19)

2/12/43

OFFICE OF THE ... FOR PUBLIC
30 NOV. 1943
No. 3400

20) The draft is confused. It may be rewritten.

MLM
3/12/43

21) Can formal permission be dispensed with by relaxing Rules 34, 36 etc?

MLM

22) 6/12

8/12

23) A revised draft is put up

Mir 8 pm 16/12/43

24) The draft as amended be approved. The G. Supdt Irrigation Concerned Re. A.

(Mr Mudaliar) Dewan) 25)

28/12

OFFICE OF THE MINISTER FOR PUBLIC WORKS
22 DEC. 1943
No. 3801

25/12

Supply of Electricity to the Silk & Cotton Factory at Kollegal—

D.999·√D.1016√D.1388.

Public Works Secretariat. | File No. | of 194 .

Serial No. 6

DEWAN'S OFFICE
8. JAN 1944
NO. 3885

26) The opinion of the C.S. C.P.S. is furnished.

27) In the draft put up the Govt of Madras is asked to treat this Case similar to the Case of Power supply to Mc Hor.

Dewan) 8/1/44

28) Issue as revised

9/1/44

29) 10/1/44 30) 10/1

Issued in No EDS. 2104 - 5th 11/1/44.

Letter No. D.F. 54-43 Pol. dated the 4th February 1944 from the Secretary to the Hon'ble the Resident in Mysore forwarding for information & necessary action a copy of the Madras Govt's letter and a revised agreement.

31) Letter No. 5547-Ca/42-74 D 30/8/43 from the Chief Engineer of Electricity, Madras, referred to in the Madras Govt's letter has not been received.

Note.—Contn. sheet.

WT 01094—GPB—20,000—22-2-41

submitted for orders whether a copy of this communication may be called for and a copy of the agreement and other received from the Govt. of Madras may be forwarded to the General Supdt. G.P.S. for remarks.

5/2/44 32) A copy of letter No 5547-G/42-74 may be ordered from Madras to Regd
5/2/44 for the meantime copy of the Agreement may be sent to G.S.C.P.S for remarks

G 5/2/44 33) 6/2/44

34) Submitted with a draft letter to the General Superintendent G.P.S. for remarks

5/2/44 35) Issue

G 9/2/44 36) 9/2/44

37) The Secretary to the Hon'ble the Resident also requests that the agreement may be expedited.

38) The General Superintendent, G.P.S.

7329/43 P — Supplying electricity to the Factory at Kollegal — 6

Continuation Sheet. D. 1972. File No. Current No. of Page.

has furnished his remarks clause by clause and has also forwarded a draft agreement incorporating some of the suggestions of the Govt of Madras by.

39) Submitted for orders. A copy of the letter of the Govt. of Madras will be forwarded to the Ly. S.E.P.S. for furnishing the drawings and designs of the transmission lines run to Kollegal for record in the office of the Govt. of Madras.

VD 15/3/44 Dy 15/3/44

40) The modified draft Agreement submitted by the Gs C.P.S may be forwarded to Law Secy for opinion, before Govt is moved to accept same for acceptance.

41) Copy of Madras Govt letter might be sent to the Gs C.P.S for perusal.

42) 31/3/44 — 3/4/44

Copy of the Madras Govt's letter sent to Ly. S.E.P.S.

43) The file will, if approved, be forwarded to the Law Secretary to Govt.

VD 4/4/44 Dy 4.4.44

Law Secy (with compts) 44) 6/4/44 — 45) 8/4/44.

46) The advice of Law Secy be requested & submitted for orders.

Law Secretary 8/4/44

47) [illegible]

Continuation Sheet. File No. Current No. of Page.

2 D.N.P. 116/763 dated 10.4.1944

48) The file is sent with Cayzer & Co's letter to the Associated Journal for Parliamentary & Scientific Reports.

L. Powell
Secretary (Law)
15/4/44.

H. No. 741/43. 10.4.44.

49) Draft sanctioned & minuted where found necessary. C.L. Emde A.G. 16/4/44

H.C. No. 85 dated 10.4.44

50) Cur 14-4-44

10/5/44

51) The corrections made by the N.S. are mere verbal clarifications, except those made in Clause 16 of the agreement. The S.C.P.S. has been consulted on this clause. As re: A.G.'s suggestion to omit Clause 20, as he proposes that "a thing which requires the consent of both parties is an agreement", does not need consideration. I do not feel that cl 20 has to be a little amplified, giving the Commissioner option to enter into Agreement & this option to be exercised some time prior to the termination of the agreement - failing which the agreement will terminate. As to the Draft Scheme as altered.

Law Secretary
23/4/44

10798

52) Cur 24-4-44

Secy
P.60

53) Approved
G.S.C.P.S.
subject to
Secy
For making the required corrections & return
24/4/44
24/4/44.

WD 01809—GPB—60,000—26-1-43

Supply of Electricity to the Silk Filature Factory at Kolegal

Continuation Sheet. File No. Current No. D.2321 / D.2611 / D.2701 of Page.

d) Correspondence ending with letter No. D.F. 54-43/Fol dated the 2nd June 1944 from the Residency reminding in the matter

101) Submitted with a draft letter to the Residency for approval

7842

102) For approval before issue.

LD 5/6/44 G.S.76/44 Minister for P.W. Kw 6/6/44,

Dewan) Kw 8/6/44 103) 8.6.

OFFICE OF THE MINISTER FOR PUBLIC WORKS 7 JUNE 1944 No. 7901

104) Issue Kw 11/6/44

105) 9/6/44

Issued in No. FDs. 375

Letter No. D.F. 54-43/Fol dated the 10th June 1944 from the Secretary to the Hon'ble the Resident in Mysore, forwarding a copy of the agreement sent to the Govt. of Madras may be forwarded to the Residency for records.

107) The Residency is also reminding about the sketches required by the Govt. of Madras. These sketches were forwarded to the Residency yesterday.

l) 108) Submitted with a draft letter to the Residency forwarding a copy of the draft agreement required by them.

LD 14/6/44

109) 14/6.

110) Kw 14/6/44.

Issued in No. FDs. 3774 D 15/6.

1944 from the ...
but certain ...
draft ...
through ...

111) The draft agreement sent to the Residency is the one scrutinised by the Advocate General and the omissions in the preamble are as per his corrections.

112) Submitted for orders.

VD 21/6/44 Ish 21/6/44

113) The ~~~~ discrepancy pointed out by GS & PS in the 1st para of this letter is not to be communicated to the contracting parties to the Agreement. ~~It ought to have been~~ In para 1, ~~this~~ Mr. Hyatt's name is mentioned whereas at the end the signatory title has been stated to be Secy to Govt.

114) Re. the other observations, the words in parentheses have been deleted by the Advocate General.

115) As ~~to the Corrections are~~ to the modifications referred to have been made by the Advocate General the file will again be referred to the Law Secy & Legal Remembrancer for his remarks on the letter of GS & PS.

Law Secy & Legal Remr view compld) KM/W 6/44. 116)

GOVT. LAW DEPT. 1286 22 JUNE 1944 GOVT OF M

WD 01809—GPB—60,000—26-1-43

21/6/44

Supply of Electricity to the Silk Factory at Kollegal

~~Agree~~ 117) I Cn a reperusal of the draft scrutinized by me & initialled on 29-6-44 I find that a mistake has crept into lines 3, 4 & 5 thereof and that the following has to be substituted therefor (as per my draft scrutinized by me on 16-6-44) :- "The Secretary to the said Govt., ~~in the~~ Electrical department, ~~for the~~ for the time being, ~~the present Secretary being~~ Mr. .... ~~C.E. Gr. 23/6/44~~ P.C. hereinafter called the Supplier" [of the one part &.]. C.E. Gr. 23/6/44 P.C.

118) The errors are purely clerical errors, which have been rectified. The Draft put up may be approved, & will be sent by the P.W.D Dept., to the Residency.

Law Secy 23/6/44

119) Cn. 23-6-44

Secy Revenue (Electrical Dept) 12= 23/6/44

121) Issue. 23/6/44

Issued in No EDS 3859 23/6/44.

122) Submitted for orders - whether a copy of the letter issued to the Reside ncy may be sent to the Govt. of India. ~~Govt.~~

VD 23/6/44 123) May be done.

23/6/44 23/6/44

124) Submitted with a draft letter to the Hy. S.G.P.S. for approval.

125) Issue
G 24/6/44

126) Submitted for perusal.

127) Secy)
G 26/6/44 [illegible] KM 27/6/44

[illegible]

[illegible]

129) Submitted for perusal. The remarks of the Govt. of Madras on the draft agreement sent to them will be awaited.

130) G 24/7

131) Yes
KM 24/7/44.

Letter No. D.F. 54-43/Pol. dated the 2nd October 1944 from the Secretary to the Hon'ble the Resident in Mysore.

Forwards revised agreement and a copy of the Madras Govt.'s letter and requests to be informed whether the Govt. of Mysore accept the agreement as revised.

132) Submitted for orders whether a copy

Power Supply to Silk Filatures - Kollegal

42

omits the words 'the year and date aforesaid' from the concluding portion of the draft as suggested by the Legal Remembrancer to the Govt of Madras. These words are to be found in our draft (Fg K) which words were suggested for inclusion by the Advocate General, Mysore. (Fg X) Submitted for orders whether the deletion of the said words in the draft of the Madras Govt (Fg J) may be accepted in view of the fact that the date & year generally appear in the preamble.

M.H. 26.10.

143) We do. Can may you be consulted in the matter.

26/10

Law Secretary 3/28/10

LEGISLY. L.W DEPT. 3495 ST. 1910 GOVT OF MYSORE

M.O.No.P 65 944 dated 30.10.44 30.10.44

144) Perused & returned. Copy & G.O. be sent to Advocate General for favour of early orders.

30/10/44

Secretary (Law) 30/10/44

17

1053

145) Tho' the omission of the words in qn. is not likely to invalidate the agreement, these words are so invariably inserted in all documents executed by and between 2 or more parties that the document will suggest bad draftsmanship if the words are omitted. I am therefore for inserting the words in the draft in qn. C.E. Gowda 19/11/44
A.G.

146) After all, this is a matter of correction — about which we accept the Law Secretary's 3 4/11/44

147) [illegible]

Secy (PWD) 148) 3 4/11

149) ✓ draft reply to the Madras Govt. KW 6/11/44. G 6/11/44

150) Before drafting a letter to the Residency orders are solicited on ✓ clause 16 of the agreement forwarded by the Govt. of Madras, as suggested by the C.E.E. The difference relates to the stipulation by the Govt. of Madras, of the period for the retention by the transmission line structures for places beyond Kollegal.

151) It is not economical to run the line and maintain it beyond the Mysore frontier to the Consumer's door if the right of doing the above is only for 15 years as in the present agreement. It was proposed to extend this by 50 years more to make the proposition economical to our Govt. The Madras Govt have deleted this change, adducing no reasons. They the matter may be pressed further.

KW 7/11/44

C.E. W(C) E. KW 20/11/44.

152) The C. E. (C) may please see the W/11/44 Minister for P.W.D. G 7/11/44 Dewan

153) The draft may please be approved KW 19/11/44 Minister for P.W.D. 18.11.44

OFFICE OF THE MINISTER FOR PUBLIC WORKS
15 NOV. 1944
No. 3766

Power supply to the silk factory at Kolar

18

Continuation Sheet. 1660 √708 | File No. / Current No. | of | Page D 105

153) submitted a draft letter to the G.S.S. for approval

154) Issue

155)

Issued as No EDS

Letter No D.E. 54-43/Pol dated the 12th December 1944 from the Secretary to the G.S.S. the Resident in Mysore

Reminds him the matter

156) The G.S.S. was requested to discuss the question with the Minister for P.W. and Industries. It is not known whether he discussed this question. A draft letter to the G.S.S. put up for approval.

157) Issue

158)

Issued as No EDS

H) Letter No 14332 dated the 14th December 1944 from the Chief Electrical Engineer

states that he discussed the subject with the Minister on the afternoon of the 15th inst.

160) Submitted with a draft letter to the Residency as ordered in para 15 on the previous page.

161) The marked letter read "Z" states that during the discussion between the Secretary Industries & Commerce, Mysore, with the Minister for P.W., it was agreed

that the period of 50 years was agreed to. Clause (16) in the present draft refers to the Residency is based on the CEE's letter & is a matter for orders if this may be retained or a modification as suggested in the Madras letter be made in it. (A)

(6) 20/12/44 (162) Orders on (A) supra (Revision for P. W. D.) KW 21/12/44.

OFFICE OF THE MINISTER FOR PUBLIC WORKS 21 DEC. 1944 No. 4784

(163) (3) I do not exactly remember what ~~the~~ points were specifically decided at the informal discussion between myself & the two officers directly concerned. It was more particularly about fixing the rate. If I remember correctly the term of fifty years was agreed to after some hesitation, but the proposal to renew it for a further period. To clarify this further, the Minister may discuss this with me when he goes over to Bangalore next. This may be pointed out in the Covering letter.

JOB 22.12.

(164) (6) Dewan) KW 22/12/44.

DEWAN'S OFFICE 22. DEC. 1944 No. 4282

(165) We may inform the Residency that the alterations in the draft

C.[illegible]69]

Continuation Sheet. File No. Current No. of Page. 1708

agreement proposed by the Govt of Nauru require elucidation and that we shall be obliged if they will kindly send a representative for a personal discussion of the points involved with the Nauru Govt. I think they feel that such a discussion might help to bring Govts to close to a settlement without prolonged correspondence

MLL
29/12/44

MinTrP.W.f.I.)

166) KW 3/1/45.

167) JPB 4.1.45

168) KW 4/1/45.

169) Submitted with a draft letter to the Resident for approval.

170) Issue.

GS 5/1/45

LD 5/1/45
NBJ 5/1/45

KW 6/1/45.

OF THE MINISTRY OF PUBLIC WORKS
3 JAN. 45
4188
No.

C. F. 69]

Continuation Sheet. File No. / Current No. of Page.

17) Submitted for orders - at convenient date has to be fixed and communicated to the Resident, so that the CE for Electricity Madras may meet and discuss the details with the Minister for P.W.D.

12/2/45. KW 12/2/45

17a) For perusal. A convenient date & time for the meeting has to be proposed.

Minister for P.W.D. / Dewan

KW 12/2/45

17b) If the Minister approves of the proposal

16.2.45.

OFFICE OF THE ... FOR ... WORKS 19 FEB 1945 No. 6214

17c) Issue today.

17/2/45

17d) 23/2

17e) KW 24/2/45

OFFICE OF THE ... FOR ... WORKS 13 FEB. No. 6074

17f) Submitted with draft and fair for approval

17g) Issue

24/2/45

G.O.Ms.

17h) KW 24/2/45

Issued vide EDS. 3018 Dt 24/2/45.

18) This was discussed with C.E. Electricity. He may be asked to send a Dft of the decisions arrived at.

KW 19/2/45 17.3

Supply of Electricity to Salt Refinery Factory at Kolleru - Draft Agreement

Continuation Sheet. File No. Current No. of Page.

2200 V/T/21

182) Submitted with a draft letter to the C.E.E. for approval.

VD 17/3/45 N 19/3/45

183) Issue

G 19/3/45

184) KW 20/3/45

Issued vide No. EDS. 3249 2/20/3/45.

D.O. letter No. 161 dated the 17/20th March 1945 from the Chief Electrical Engineer:

Notes of the decisions arrived at at the meeting held in the Minister's room on the 16th March 1945.

185) Submitted for perusal. After approval by the Minister and Dewan, the Residency will be intimated of the decision arrived at for confirmation by the Govt. of Madras.

VD 23/3/45 N 23.3.45

186) This might, perhaps, be done after receipt of the confirmatory letter from Mr. Srinivasan, as suggested by the CEE. For orders.

187) Yes KW 23/3/45

G 23/3/45

188) For perusal. Confirmatory letter from the C.E. Madras will be awaited.

Minister for perusal & Dewan

KW 23/3/45.

189) 27/3

191) KW 2/4/45 Seen 1/4/45

...STER ... WORKS ... MAR. 1945 No. 7170

... OFFICE ... MAR. 1945

WD 1140—GPB—50,000—5-11-42

23

Continuation Sheet. File No. Current No. of Page.

192) The letter from the Superintending Engineer & Electrician, Madras, containing the proceedings of the meeting was not yet received. Submitted for orders, with reference to Para 188 supra.

HD 16/7 16/7/45. 193) 16/7

194) Ask C.E.E. to remind Mr. Sundaram.

KW 16/7

195) Submitted with a draft letter to the G.S.S. for approval.

196) 17/7

HD 17/7 17/7

Issued vide No. EDS. 101 dt 18/7/45.

Letter No. D.F. 54-43/Bel. dated the 18th July 1945 from the Secretary to the Hon'ble the Resident in Mysore.

Forwards for furnishing views a copy of the letter of the Govt. of Madras vide the points under dispute in the draft agreement for power supply to the Silk Filature Factory at Kollegal.

197) A copy of the letter of the Govt. of Madras will be sent to the G.S.S. for views and forwarding a draft agreement based on the decisions now arrived at and agreed to by the Govt. of Madras. 198) 17/7

HD 19/7/45. 19/7/45

199) KW 20/7/45.

... electricity to the ... factory at Kolleyal

C. F. 69]

Continuation Sheet. | File No. / Current No. | of | Page.

127

Issued in Memo No. E.I 147 dated the 23rd July 1945.

Letter No. 2131 dated ... 1945 from the Chief Electrical Engineer forwards for information a copy of the letter received from the Chief Engineer, Electricity, Madras.

200) The decisions arrived at the meeting held in the Chamber of the Minister for P.W. has since been confirmed by the Govt. of Madras through the Resident. A copy of this communication has been forwarded to the E.E.s for their remarks and forwarding an agreement based on the conclusions arrived at. As soon as their reports in the matter will be received.

ID 27/7/45

201) ...

202) I think ... can ... today.

27/7

P.W.D.) Letter No. 2245 dated ... 1945 ... Electrical Engineer ... Commissioner ... the ... forwarded ...

203) All the clauses mentioned to in the L.C.C. are suitable to be used in the Port of Madras, except clause [illegible] now redrafted in the draft

204) As regards clause 6 the L.C.C. state that the words "in the first instance" may be retained and the Port of Madras may be requested to accept their inclusion. The L.C.C. has not however, forwarded an agreement including therein the clauses as now agreed to and redrafted. It is hoped however it is intended to forward such agreement, to enable same being returned by the Advocate General with the same to the Port of Madras for acceptance

yes
KS/31/7/45.

205) A reply in terms of the L.C.C. letter may be sent by the Govt of Madras and after the latter has given the agreement as finally modified may be sent by the Govt of Madras for execution

KS 28/7/45

KS 28/7/45

by
28/7

206) A draft letter to the L.C.C. is put up for approval. 208) Done

KS 31/7

KS 31/7

1/8

Supply of Electricity to the [illegible] Factory at Kottegal.

C. F. 69]

Continuation Sheet. File No. / Current No. of Page. 2b

1945 [illegible]

letter No 3131 dated the 2d 4th 1945 from the Chief Electrical Engineer Requests to be informed whether the intention of the Govt of Mad as to be accepted re clause 16 [illegible] is proposed to address that Govt matter

B) 209) The Govt of Madras have not agreed to the inclusion of words "in the first instance" in clause of the agreement as noted in para 206 it is now better to send an agreement duly scrutinised by the Advocate General for acceptance by the Govt of Madras. In the cover letter the reason for the retention of the words "in the first instance" will be given

210) Submitted for orders.

211) The draft agreement with the words "in the first instance" in clause 16, will be got from the C.E.E and forwarded to the Madras Govt thro the Resy, after getting it Scrutinised by the Adv. Gl.

7/8/45 Rk

7/8/45 Rk

212) Yes. Send to Adv. Genl. with the copy of the words.

7/8/45 Seen)

213) Draft letter to the Govt of Mad. is put up

Rk 8/8 Issued in No EDS.285 dt 9.8.45

Letter No. 4043 of 13/14 th August 1945 from the C.E.E forwarding the draft agreement is put up

Rk 15/8

215) Rk 15/8

216) Fair & scrutiny of draft agreement.

Advocate Gen'l wre

Rk 15/8

Rk 15/8

S 8/8/45

WD 02139—GPB—20,000—26-2-45

C. F. 69]

Continuation Sheet. File No. / Current No. of Page.

217) I have gone thro' the revised draft (f. R.) & found it in order. As to deletion of the words "in the first instance" as req'd by the Madras Govt, the deletion appears to me to be reasonable & the same may be done, as 55 yrs seems to be a suffly long period.

C. E. Goode. 22/8/45

Post-wh a draft is the file.

218) The revised draft agreement for the suffly of Elec power to the Silk Factories at Kollegal, (Madras Govt) has been gone into by the Advocate General and approved by him. The Madras Govt are averse to give a longer term longer than 55 years for the life of the agreement as at present but the C.E.E. wants it to be 99 years on the ground that the expenditure on the carriers, lines etc would indicate a longer term agreement as more profitable and so he wants the words "On the 1st instance" to be introduced after "55 years". The Adv. Gen'l considers that 55 years is a sufficiently long period and that we may agree to the deletion, which may be accepted. The revised draft agreement ("On the 1st instance" deleted) & draft to the Resr may be approved.

Mr. P.W. & Dewan) K/28/8/45 8/24/8

OFFICE OF THE MINISTER FOR PUBLIC WORKS
29 AUG. 1945
1704

217) I would like to speak to the C.E.E. K. 29/8/45.

C.E.E. K/2301 31/8/45

Supply of electricity to the Silk filature factory at Kollegal.

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Continuation Sheet. 53 | File No. / Current No. | of | Page.

221) Submitted with a draft letter to the G.R.S. for approval 222) Issue DD 31/8/45 31/8 31/8 223) KW 31/8/45

Issued vide No. E.D.S. 432 dated 31st August 1945

224) The Co. E. E. Kesan spoke to me about it to-day. It is said power is taken to Mamballi and other places in our state through Kollegal and the addition of the words "in the first instance is necessary to safe-guard the interests of the Mysore Govt to some extent under the circumstances the draft agreement may be approved.

Sd/- 7/9/45.
Dewan).

225) KW 7/9/45

DEWAN'S OFFICE
8 SEP 1945
No. 1510

226) Sd/- 11/9/45.

227) KW 12/9/45. DD 12/9

228) It is for orders whether the draft reply to the Residency already put up and approved may issue now. DD 13/9 229) yes, with the addn of the words as above in the agreement

KW 13/9 KW 13/9 KW 17/9/45

OFFICE OF THE MINISTER FOR PUBLIC WORKS
8 SEP 1945
No. 1991

WD.0726—GPB—25,000—15-9-44

230) A revised draft letter to the Residency is put up for approval.

231) Secy) 17/9

17/9 By 17.9.

232) Issue

KM 19/9/45.

Issued in Memo. E.D.S 654-55 dated 24th September, 1945

letter No. E & F. 54-43 Fol. dated the 11th December 1945 from the Secretary to the Hon'ble the Finance in Mysore. F.L.

Forwarding a letter dated the 20th November 1945 received from the Govt. of Madras in the matter. B)

233) The Govt. of Madras have now contended that the rate of one anna per unit is very high and that it may be reduced or at least be on the same basis as those offered by the Govt. of Mysore for power supply to the Ceded Districts and Hindupur. It is stated in this connection that the Govt. of Madras intend to utilise this power for supplying to the Kollegal Panchayat Board and to the irrigation pumps round about, for which the one anna rate now charged will be too high.

234) After some discussion the Govt

supply of electricity to the Silk Filature Factory at Kollegal - draft agreement

245) Re. the retention of the words "in the first instance" in clause 16, the C.E.R. states that this may be passed, as the Madras Govt. have agreed to this

246) Submitted for order's

4/2/46

4/2/46

247) CEE is agreable to the reduction in the rate of one anna as for the supply in the case of ceded districts as there is a slim margin between the minimum now paid by the factory at the rate of 9/8 and the actual consumption of 7500 units at the rate of one anna, the former being higher. Any reduction in the rate below one anna does not affect the revenues, Provided the consumption does not go above 10,000 units. The revised draft agreement may be accepted.

Secy) 4/2

248) The Resident have sent a letter from the Madras Govt, reg. the renewal of the agreement for the supply of electric power to their silk filature factory at Kollegal. The Madras Govt want that the rate for power may be as was agreed to by this Govt in reg. to the ceded districts, which this Govt. have agreed to, is below one anna per unit. C.R.E. Considers that this may be accepted as the min the factory is paying & will pay is Rs 6649-10-0 as per agreement, which is more than Rs 460 which will accrue even if a rate of 1 anna is charged. There is thus no loss to this Govt. Inclusion of the words "in the first instance"

32

Continuation Sheet. File No. Current No. 1472/Law of Page.

may however be pressed, as the Madras Govt are disposed to agree to this if urged by this Govt. The metering arrangement suggested by the Madras Govt may also be accepted, as agreed to by the C.E.B. The draft agreement may be approved.

Min P.W
+
Dewan
Dir
Fin Secy
+
Law Secy.

KM 5-2-46

KM/9/2

B 6/2 9/2

KM 8-2-46.

KM/9/2

FINANCIAL C.O. 4997 5-2-46 BANC

SECY. LAW DEPT. 9 FEB 1946

9/2

250) If approved the Advocate-General will be consulted in the first instance.

NMM 9.2.46

Lawrence)

260) Gs..

261) 9/2
RV 11/2

11/2

SECY. LAW DEPT. 2858 11 FEB. 1946 GOVT OF MADRAS

262) The file is forwarded with compliments to the Advocate-General for favour of scrutinising the draft agreement and early return.

By order

Fr Secy to Govt Law Dept.

Forwarded with compliments to the Secy to Govt. Law Dept.

Rc 15
dy 11-2-1946

Ref. 557/46 Mtb
dy 11.2.46

263) The Draft has only elicited criticism from ~~many quarters in it~~ ~~The Draft~~ has been pending by my predecessor quite often and the two Governments have finally agreed to the drafts. The only point that remains for negotiation is whether the words "in the first instance" have to be retained or deleted.

NMM 9.2.46

Rc. No. HH 46
dy 14.2.46

The

Supply of electricity to the Silk Filature & Factory at Kollegal - Draft Agreement 34

General and Revenue Secretariat | File No. | of 194 | [App. F. III–2

13. 6/1575

Serial No.

Madras through the Residency, for acceptance and execution if approved.

Secy) 273) [illegible] 26/2

26/2

274) [illegible] yes.

[illegible] 27/2

275): A draft letter to the G.R.& to put up for approval.

Secy) 276) [illegible] 27/2

277) [illegible]

[illegible] 28/2

Issued in MD. SDS 1999 dated 1st March, 1946.

Letter No. D.F. 54-43/Pol. dt. the 6th March 1946 from the Secy. to the Hon'ble the Resident in [illegible] Requests to expedite the [illegible] in this office letter dt. 4/3/46

278) The G.R.& has been requested to forward immediately three copies of the Agreement in the proper form for being sent to the Govt. of Madras for completing the same. On their receipt further action will be taken in the matter.

Secy) 279) [illegible] 7/3

280) Ask on the Mysore to send a reply [illegible] 7/3/46.

281) [illegible] at 16-40 hrs. [illegible] 7/3

282) [illegible] 8/3

NOTE—Contn. Sheet.

Serial No.

283) For orders whether an ad interim reply may be sent to the Residency, stating that the matter is under consideration and a final reply will be sent soon.

Secy) 284) 8/3

8/3/46.

8/3/46.

285) yes

KW/9/3/46

286) A draft letter to the Residency is put up for approval.

9/3/46.

Secy) 287) 9/3

288) Issued

KW/9/3/46.

Issued in NO EDS 2050-57 dated 11th March, 1946.

12/3

15/3/46

289) The agreement has not been received from the C.E.S. A reminder is put up for approval.

290) Issue

30/3/46 30/3

30/3

Issued in NO EDS 2245 dated 30th March 1946.

Letter No 27203 dated the 1st/5th April 1946 from the Chief Electrical Engineer.

Extends thirty days time to the contractor to be entered into with

Serial No.

1946-47

Letter No. D.F. 54-43/Pol. dated the 25th September 1946 from the Secretary to the Hon'ble the Resident in Mysore.

States that the Govt of Madras have intimated that the matter is still under consideration.

303) Further communication will be awaited.

25/9 25/9

Seen) 304 — 26/9

305) Yes

KW/27/9

Seen) 306) A draft reminder letter to the Residency is put up for

29/10 29/10

Seen) 307) 3/8

308) Issue RR. 5/11

Issued in No. BDS 11-6 dated 8/11/46 to the Secy to the Hon'ble Resident requesting him to expedite ...

Letter No. D.F. 54-43 [illegible] dated the 12th November 1946 from the Secretary to the Hon'ble the Resident in Mysore, Bangalore.

States that the question is [illegible]

NOTE—Contn. Sheet

Serial No.

1008

309) Postal Communication to the Riviera will be restored.

Secy) 310) 13/1 14/1

13/1 13/11

311) R.L. 5 x 46

15/1 15/1

312) Submitted for perusal. The C.S.S. will be consulted in the matter.

Secy) 313) 30/11

29/11 29/11

314) Yes. R.L. 30.XI.46.

30/11

315) A draft letter to the C/C is put up for approval.

Secy) 316) 30/11

30/11 30/11

317) Issue R.L. 30.11.

30/11 3

WD 0814—GPB—15,000—22-7-46

Serial No.

2010 233

Letter No. D.F. 54-43/1 dated the 19th April 1947 from the ... the Resident in Mysore to the Secretary to His Excellency the ... Representative ... Delhi. Forwards a copy ... information.

333) Submitted for perusal.

334) Secy 22.4.47

335) Secy RP 28/4 Secy 26.4.47

Letter No. D.F. 54-43 dated the 27th May 1947 from the Secretary to the Hon'ble the Resident in Mysore. Forwards a copy of letter addressed to the Hon'ble Dr. Ila ...

336) Submitted for perusal.

337) ... receipt of a further communication from the Mysore ... will be awaited before end of July 1947.

Secy 3/6/47

338) RR 19.6.47 Secy 19.6.47

NOTE– Contn. Sheet

339) Submitted for perusal. Further communication will be awaited

3460 ante

3717/47

Secy) 341) E. L.

Ex.

342) The connected document is awaited from the Legislature

343) The agreement may be executed by the Secy P.W.D. being authorised by me and the Minister.

Secy

344)

Serial No.

to the Residency for obtaining the approval of the Crown Representative.

345) A draft letter to the Residency is put up for approval.

346) Issue

7/8 7.8.47

Issued in letter no EDS 483/Elect 322-45-9 dated 7th August 1947

To The Secretary to the Hon'ble the Resident in Mysore, Bflore

Forwards five copies of Agreement after completion by the Govt of Madras and the Govt of Mysore.

Letter No. D.F. 54-43/Ft. dated the 8th August 1947 from the Secretary to the Hon'ble the Resident in Mysore to the Political Dept.

347) Submitted for perusal. The receipt of the completed copies will be awaited.

(A)

11/8 348) (A) may be done

11.8.47

Seen)

349) RP. 17.8.47)

18.8.47

18/8

Letter No. 1352-E./43-8 dated 12th September 1947 from the Secretary P.W.D. Govt. of Madras.

Enquiries whether a Co-

NOTE- Contn. Sheet

350) The remitted copies were forwarded to the Secretary to the Hon'ble the Resident in Waziristan on the 7th August 1947 for the Crown Representative's approval and the Residency have forwarded those five copies to Political New Delhi, with due intimation to the Govts. of Punjab and Madras. These copies have not yet been received. It must be pointed out that the Govt of Madras is [illegible] for [illegible]

24/9

351) [illegible]

352) [illegible]

353) A draft letter to the Govt. of India is put for approval.

24/9

354) In view of the recent orders to correspondents with Govt. of India are to be

351 Recd

Supply of electricity to the Silk Factory at Kollegal - Draft Agreement

43

Continuation Sheet. File No. 322 of 1945 Page.
Current No.

without Dewan's approval, the draft may perhaps issue after perusal by Ch. Secy.

Hon 30.9.47

355) That I do not think the subject matter of the draft letter under issue relating to an old question comes under the purview of the recent orders referred to above by the Asst. Secy.

356) For favour of remarks

Chief Secy. W/C

Rd. 1.X.47. 357) The draft letter may be issued

Hon 1-10-47

Sec'y Rev & El. W/C

4/10/47

358) Issue

RR. 10/4/47

Hon 4.10.47

Letter No ED.S 983/Elect.322-45-12 dated 7th Oct. 1947

To The Secretary to Govt. Department of Industries & Labour Govt. of India, New Delhi

Requests to arrange to be returned the completed Copies of the Agreement regarding supply of Electricity to Silk Filatures at Kollegal which was forwarded to the Political Department Govt. of India New Delhi by the Secretary to the Hon'ble the Resident in Mysore, Bluer, early.

Sms 7/10

Letter No. 25-E. H-1 dated the 3rd November 47 from the Secretary, P.W.D. with a Service Indent.

The rates of the Contractor in the Agreement will be charged.

359) A draft letter to the Govt. of India, States Dept. is put up for approval.

W 7/11/47.

360) Rec 7.11.47

Secy

361) Done.

~~Letter to the Govt. of India~~

Ex. 16/11/47).

Rec 7-11-47

Letter No 35-E-3222/47 dated 1-7-47

From

The Secretary to Govt.

Public Works Department

To

The Secretary to Govt. of India

States Department

New Delhi.

Sir,

I have the honour to forward herewith five Agreements in triplicate for the supply of Fire Bricks as detailed in the annexed Schedule for use in the Fire Places in the Quarters allotted to the Ministers and Secretaries to Government.

I have the honour to be,

Sir,

Your most obedient servant,

Secretary to Government.

No.DF.54-43/Pol.

From - The Secretary to the Hon'ble the Resident in Mysore.
To - The Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department.

Bangalore, the 12th Octr. 1943.

Supply of electricity to the Silk Filatures Factory at Kollegal.

Sir,

I am directed to refer to your letter No.EDS.217, dated the 21st July 1943.

2. The Government of Madras (Public Works Department) write that under Sections 18(1) and 55 of the Indian Electricity Act, 1910, the methods of construction of the works relating to the supply of power from the Mysore State to the Silk Filatures at Kollegal have to be approved by an Electrical Inspector. They therefore request that necessary drawings and specifications relating to the

methods

2

methods of scrutination may be furnished to them for the formal approval of their Chief Electrical Inspector.

3. I am accordingly to request that, if there is no objection, the drawings and specifications may kindly be sent direct to the Government of Madras.

I have the honour to be,
Sir,
Your most obedient servant,

for SECRETARY TO THE GOVERNMENT.

Copy forwarded to the Secretary to the Government of Madras, Public Works Department, for information with reference to his letter No.1758-E/43-3, dated the 8th September, 1943.

SECRETARIAT
BANGALORE
742
14/10/43

Mr V.D.
13-10-43.

No.DF.54-43/Pol.

From - The Secretary to the Hon'ble the Resident in Mysore
To - The Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department.

Bangalore, the 12th Octr. 1943.

Supply of electricity to the Silk Filatures Factory at Kollegal.

Sir,

I am directed to refer to your letter No.EDS.217, dated the 21st July 1943.

2. The Government of Madras (Public Works Department) write that under Sections 18(1) and 55 of the Indian Electricity Act, 1910, the methods of construction of the works relating to the supply of power from the Mysore State to the Silk Filatures at Kollegal have to be approved by an Electrical Inspector. They therefore request that necessary drawings and specifications relating to the methods

method of construction may be furnished to them for the formal approval of their Chief Electrical Inspector.

3. I am accordingly to request that, if there is no objection, these drawings and specifications may kindly be forwarded to be sent direct to the Government of Madras.

I have the honour to be,
Sir,
Your most obedient servant,

Sd/ P.M. Raman Nayar.

for SECRETARY TO THE LEGISLATURE.

Copy forwarded to the Secretary to the Government of Madras, Public Works Department, for information with reference to his letter No.1758-E/43-3, dated the 27th September, 1943.

P.M. Raman Nayar.

for SECRETARY TO THE LEGISLATURE.

6/11/43

5

Letter No.DF.54-43/Pol. dated the 12th October 1943, from the Secretary to the Hon'ble the Resident in Mysore, Bangalore, to the Secretary to Government, Electrical Department, Bangalore.

Supply of electricity to the Silk Filatures Factory at Kollegal.

I am directed to refer to your letter No.EDS. 217, dated the 21st July 1943.

2. The Government of Madras (Public Works Department) write that under Sections 18(1) and 5[illegible] the Indian Electricity Act, 1910, the methods of construction of the works relating to the supply of power from the Mysore State to the Silk Filatures at Kollegal have to be approved by an Electrical Inspector. They therefore request that necessary drawings and specifications relating to the methods of construction may be furnished to them for the formal approval of their Chief Electrical Inspector.

3. I am accordingly to request that, if there is no objection, the drawings and specifications referred to may kindly be sent direct to the Government of Madras.

No.EDS. 127. Dated Bangalore, 21st October 43

Copy of the above, is forwarded, with copy liments to the General Superintendent, Cauvery Power Scheme, for information, and for furnishing the particulars required above.

20/10/43

For Secretary to Government, Electrical Department.

A.N.

C. F. No. 45]

b

GOVERNMENT OF MYSORE

Telegram / phone

OFFICE OF
the General Superintendent,
Cauvery Power Scheme,
Bangalore.

No. 9570
Encls.

Date 13th November 1943.

SECRETARY TO GOVERNMENT
Date 15 Nov 43
To
P. W., ELECTL & RYS

RECEIVED
BANGALORE
No. 999
15-11-43

The Secretary to Government,
Electrical Department,
Bangalore.

Sir,

Supply of electricity to the silk Filatures at Kollegal.

With reference to your letter No.EDS.1127 dated 21st October '43, forwarding a copy of letter from the Secretary to the Hon'ble the Resident in Mysore, addressed to you, on the above subject, I have the honour to invite your kind reference to your Memo No.EDS.4728 dated 6th May 1943 enclosing the Memorandum of the Government of Madras, Development Department, dated 19th April 1943. In this Memorandum for conditions, 7 (a), ~~for~~ the Mysore Government letter the Madras Government agreed to give the same privilege to this Government for arranging power supply to Kollegal as was done in the case of power supply to Mettur. During the negotiations for power supply to the Mettur construction works, in the letter from the Secretary to the Govt. of Madras, Public Works & Labour Department, to the Hon'ble the Resident in Mysore No.20119 D/27-5 dated 16th January 1928, it was definitely stated as follows:

> "As regards Transmission Lines they are ready to accept Mysore standard practice and for this purpose to relax under rule 103 of the rules under the ~~c~~ of the provision of rule 61 and such other rules 36 and 102 as may be necessary."

According to this understanding the Madras Government did not call for any drawings and designs of the transmission lines constructed by this department for power supply to Mettur for conveying approval thereto. Therefore, it is not incumbent on the part of this department to furnish the drawings and designs of the transmission

lines running in the Madras territory to obtain the approval of their Electrical Inspector as it was stipulated before arranging supply that our standard practice would be acceptable to them. Therefore, the Secretary to the Hon'ble the Resident in Mysore may be kindly informed accordingly.

I have the honour to be,
Sir,
Your most obedient servant,

General Superintendent, C.P.S.

MH-GH.

Copy of letter No.20119/D27/5, dated the 16th Januar 1928 from the Secretary to the Government of Madras, Public Works & Labour Department, Fort St.George to the Hon'ble the Resident in Mysore, Bangalore.

Negotiations have been in progress between the Chief Electrical Engineer, Mysore, and the Engineer-in-Chief, Metur regarding the supply of electric energy from Sivasamudram to Metur for works in connection with the Metur dam and I am now to request you to be so good as to inform the Government of Mysore that the Government of Madras are glad to accept the offer of Mysore on the terms of the draft agreement annexed to this letter, which have been settled in consultation between the engineers of the respective Governments, and which they trust will be acceptable to the Mysore Government.

It is proposed to give the Mysore Government powers under Section 28 and 51 of the Indian Electricity Act to operate so far as regards works in British territory. It has been urged on behalf of Mysore that the interpretation of the Act should rest jointly with the Madras Engineers and the Mysore Chief Electrical Engineer and particularly that the Madras Government should be content with the overhead transmission lines being designed and constructed in accordance with standard practice in Mysore. The Government of Madras are unable to divest themselves of their responsibilities under the Indian Electricity Act and do-not think that it would be proper to appoint the Mysore Chief Electrical Engineer to be an Inspector under the Act for the purpose of this project, as he will be the representative of the licensees. But they recognise that the circumstances of the case are special as the Mysore Government will be the suppliers and the Madras Government the consumers; and it follows that it is unnecessary to apply many of the provisions of the Act which are designed primarily to protect the interests of private consumers supplied by a commercial concern. For instance, it would obviously be unnecessary for the Madras Government to concern theselves with questions relating to the audit of the Mysore Government's accounts. As regards the transmission lines they are ready to accept Mysore standard practice and for this purpose to relax under rule 103 of the rules under the Act the provisions of rule 6 and such other of rules 36 and 102 as may be necessary. They will also instruct their Electrical Inspector that whenever he is disposed to differ from the Mysore Chief Electrical Engineer as to the application or interpretation of any of the provisions of the Act or the rules under it in any materials respect he should at once report the matter to them before issuing any order. The Government of Madras feel sure that these arrangements will fully meet the desires of the Mysore Government.

'Copy'

Vbr.

General Superintendent, CPS.

W.D. Belt 16/XI

No. F. 54-43/Pol*

Dte. 16/11/43

GOVERNMENT OF INDIA.

Office of the Hon'ble the Resident in Mysore, Bangalore

Department.

Dated the 16th Nov. 1943

Subject:— Supply of electricity to the Silk Filatures at Kollegal — Specifications and drawings.

The undersigned is directed to invite attention to the communication noted in the margin and to request the favour of an early reply ~~that the return of the file be expedited~~ ~~enquire how the case stands~~.

No. Dpt. 54-43/Pol, dated the 12th Octr. 1943 from the Residency

RESIDENCY SECRETARIAT BANGALORE. Dy. No. 10/6 16.11.43

Mohammad Nazir

for Secretary to the Resident.

S. 10.

Dc.P.W.—6772/S-60—23-5-42—4,00,000.

ON HIS MAJESTY'S SERVICE.

2.

The Secretary to the Government of
His Highness the Maharaja of Mysore,
Electrical department,
Bangalore

Dated

Immediate

10

ELECTRICAL SECRETARIAT.

~~Examination sheet~~ draft form

D.O. No E&S. 1947
28/12/43

To

The General Supdt
C.P.S, Bangalore

Subject:- supplying of electricity to the Silk Filatures Factory at Kollegal.

Dear Mr Hayath,-

With reference to your letter No. 9572 dated the 13th November 1943 on the above subject, I am desired to request you to kindly intimate whether formal permission can be dispensed with by relaxing Rule 61, 36, etc. of the Indian Electricity Act.

Yours sincerely,

28/12

28/12

WD 05561—GPB—20 pads of 100 sheets each 16-2-42

12

From

The Secretary to Government,
Electrical Department, Bangalore

To

The Secretary to the Hon'ble
the Resident in Mysore, Bangalore

No.EDS.

Dated Bangalore, January 1944.

Subject:- Supply of electricity to the Silk Filatures Factory at Kollegal.

S i r,

I am directed to acknowledge the receipt of your letter No.D.F.54-43/Pol. dated the 12th October 1943 and the subsequent reminder dated the 16th November 1943 on the above subject, and ~~invite kind reference to your letter No.D.F.54-43/Pol. dated 30th April 1943, forwarding a copy of~~ Memorandum No. 8036-D/43-1 dated 19th April 1943, ~~from the Government of Madras, Development Department wherein the Government of Madras have under condition 7(a)~~ agreed ~~to exempt~~ the Government of Mysore from the operation of some of the provisions of the Indian Electricity Rules as was done in connection with power supply to Mettur (please vide letter No.20119 D/27-5 dated 16th January 1928 from the Government of Madras, Public Works and Labour Department to the Hon'ble the Resident in Mysore).

It is seen from the correspondence relating to the power supply to Mettur

mettur that, though the Government of Madras could not divest themselves of their responsibilities under the Indian Electricity Act, they recognised that it was unnecessary to apply many of the provisions of the Indian Electricity Act as the Government of Mysore were the suppliers and the Government of Madras the consumers and as this Act was mainly intended to safeguard the interest of the private consumers against a commercial concern. They, therefore, accepted the Mysore standard practice of running the transmission lines and relaxed certain provisions as noted hereunder:-

> "As regards the transmission lines, they are ready to accept Mysore Standard Practice and for this purpose to relax under rule 103 of the Rules under the Act the provisions of Rule 61 and such other of Rules 36 and 102 as may be necessary".

. . .

In view of the above understanding, the Madras Government did not feel the necessity to call for the drawings and designs of the transmission lines constructed by the Mysore Government. As the present understanding of power supply by Government of Mysore to the Government of Madras is based on a similar understanding, the Government of Madras will recognise that it is unnecessary to furnish the drawings and specifications relating to construction of the transmission lines to Kollegal.

I have etc.,

Secretary to Government,
Electrical Department.

Which relevant extracts are enclosed herewith for ready reference.

Necessary exemptions under the Electricity Rules in respect of the Kollegal supply were given without calling for drawings and designs of the transmission lines as the Govt of Madras were ready to accept Mysore Standard practice. I am to express the hope that they will find no difficulty in adopting a similar procedure in connection with the supply of power to Kollegal.

Extracts of correspondence to be enclosed.

a) Para 2 of letter No 20119 A/29-8 dated 16th January from the Secy to Govt, PWD Madras to the Hon'ble the Resident in Mysore

b) Para 6 of Mysore Chief Engr's letter No 17/2/28 to Secy to Resident

15

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. E.D.S. 2104/Two Extracts

Dated, Bangalore 11th January 1944.

FROM

The Secretary to the Government of His Highness the Maharaja of Mysore.
Electrical Department, Bangalore.

To

The Secretary to the Hon'ble
the Resident in Mysore, Bangalore.

S i r,

Subject:-Supply of electricity to the S..k Filatures Factory at Kollegal.

I am directed to acknowledge the receipt of your letter No.D.F.54-43/Pol. dated the 12th October 1943 and the subsequent reminder dated the 16th November 1943 on the above subject and to state as follows:-

In the Madras Government's Memorandum No.8036-D/43-1 dated the 19th April 1943 received with your letter No.D.F. 54-43/Pol. dated the 30th April 1943 it was agreed that the Government of Mysore would be exempted from the operation of some of the provisions of the Indian Electricity ..les as was done in connection with power supply to Hettur.

The understanding in the matter of relaxation of Rules for the Hettur supply is embodied in the correspondence which passed at the time and of which relevant extracts are enclosed for ready reference.

Necessary exemptions under the Electricity Rules were given in respect of the Hettur supply without calling for drawings and designs of the transmission lines, as the Government of Madras were ready to accept the Mysore --

Mysore Standard Practice. I am to express the hope that they will find no difficulty in adopting a similar procedure in connection with the supply of power to Kollegal.

I have the honour to be,
S i r,
Your most obedient servant,

Sd. M. Narasimhaiya,

Secretary to Government,
Electrical Department.

A.N.

Memo No.EDS. 2105 Two Copies Dated Bangalore, 11th Jany. 1944

Copy of the above, is forwarded, with compliments, to the General Superintendent, Cauvery Power Scheme, for information, with reference to his letter No.9570 dated 13th November 1943.

10/1/44

Secretary to Government,
Electrical Department.

A.N.

Letter from the Secretary to the Governme[illegible] of Madras, Public Works Department, No.1352-E/III/39., date[illegible] the 22nd January 1944.

19

Electricity - Supply to the Silk Fila[illegible]res at Kollegal - draft agreement.
Ref: Your letter No.D.F.54-43/Fol., d[illegible]ted 28th July 1943.

I am directed to enclose, in duplicate, a revised draft of the agreement, to be entered into bet[illegible]een the Mysore and the Madras Governments, together wi[illegible] a copy of letter No.5547-G/42-74, dated 30th August 194[illegible] from the Chief Engineer (Electricity), Madras, explaini[illegible] the main alterations made in the draft agreement forwa[illegible]d by you.

Clause 11 of the Mysore Government's dr[illegible]t: This clause provides for the exemption of the Mys[illegible] Government from the operation of the Indian Electricit[illegible], 1910, (as amended) and of certain rules framed ther[illegible]der, and for conferring on the Mysore Government the powe[illegible] of telegraph authority under section 51 of the Indian Elec[illegible]city Act. In this Government's letter No.1352-III/43-1[illegible] dated 27th April 1943, this Government stated that they [illegible]uld not exempt the Mysore Electricity Department tot[illegible]y from the operation of the Indian Electricity Rules, a[illegible]s done when the Mysore Government supplied power to Mest[illegible] - vide G.O. No.2134-Works dated 27th August 1928. Pro[illegible]als in this regard are under consideration and will form the subject of a separate communication. The clause, has [illegible]refore, been deleted in the revised draft.

Clause 14 of the Mysore Government's [illegible]ft; and clause 18 of the revised draft. Necessar[illegible] orders have been issued in this Government's proceedi[illegible] No.3388-Home dated 25th November 1943, copy forwarded to [illegible]u.

2. I am to request that the concurren[illegible] of the Mysore Government and of his Excellency the Crown [illegible]resentative may be obtained and communicated at an earl[illegible]date.

Act, 1910, but they could exempt it from certain of the Indian Electricity

[illegible]ch.

No.D.F.54-43/Pol.

From The Secretary to the Hon'ble the Resident in Mysore.

To The Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department.

Bangalore, 4th February 1944.

Subject: Supply of electricity to the Silk Filatures Factory at Kollegal.

Sir,

I am directed to refer to the correspondence ending with your letter No.E.D.S.2104, dated the 11th January 1944, and to forward a copy of letter from the Government of Madras, No.13582-S/III/39, dated the 22nd January 1944, with enclosures.

2. The Government of Madras are being requested to expedite their decision regarding exemptions from some of the provisions of the Indian Electricity Act, 1910; in the meantime I am to enquire whether the Government of Mysore therwise accept

[To be submitted for the 1st Part of the Agreement.]

AGREEMENT made this.....day of..... 1944

between the Government of His Highness the Maharajah of Mysore represented by the Secretary (a) to the said Government, Electrical Department, hereinafter referred to as the "Supplier", which expression shall, except where the context otherwise requires, include its successors and assigns of the one part, and His Excellency the Governor of Madras in the exercise of the executive authority of the Province of Madras, (b) represented by..... hereinafter referred to as the "Consumer", which expression shall, except where the context otherwise requires, include his successors in office and assigns, of the other part.

(a) vide Govt. O. d. 5-6-41 published in Mys. Govt. Gazette Extraordinary, d. 5-6-41
(b) vide Govt. of India Act, 26 Geo. V, ch. 2 (1935) s. 175(3)

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AGREEMENT

~~Agreement~~ made this ..... day of 1943

between the Government of His Highness the Maharajah of Mysore, represented by the Secy. to the said Govt., Electrical Department,(a) hereinafter referred to as the 'Supplier', which expression shall, except where the context otherwise requires, include its successors and assigns of the one part, and His Excellency the Governor of Madras, in his executive authority of the Province of Madras,(b) hereinafter referred to as the 'Consumer', which expression shall, except where the context otherwise requires, include his successors in office and assigns of the other part.

WHEREAS

~~Whereas~~ the Supplier has agreed to supply, and the Consumer has agreed to take, electric power at Kollegal for the period and upon the terms and conditions hereinafter set forth;

NOW THESE PRESENTS witness that the parties have agreed in manner following, that is to say:-

1. The Supplier agrees to supply to the Consumer in the first instance 84 H.P. and eventually upto ... H.P. when the extension to the new factory proposed to be constructed by the Consumer and changeover of the Kollegal Panchayat Board materialise.

2. This agreement shall be in force for a period of five years from the date the Supplier notifies the Consumer that power supply is made available at the point of Supply, and the right of running and maintaining the transmission lines by the Supplier through the territory of the Consumer will continue for a further period of fifty years after the expiry of the initial guarantee period of five years subject to the condition that the Consumer ~~will~~ shall not be under any obligation to take power for 55 years;(c)

3. The power will be delivered at a Central point at Kollegal at 13.2 KV., 25 cycles, 3 phase, by running a single 13.2 KV. transmission line along with a telephone line

(c) I am not clear as to the implication of these words, & hence I tentatively suggest that the following may be substituted therefor: "after the said period of five years".
Cag

line along the New Bridge to Kollegal at the expense of the Supplier, ~~which~~ who will at its expense lay, fit up, maintain, supervise and keep in repair, suitable and proper cables and other apparatus for such delivery and a metering equipment at the point of supply for measuring the energy supplied.

4. As the ~~High Tension Metering~~ high tension metering equipment is not readily available, the Supplier will instal Low Tension metering equipment at the various consuming centres and the energy consumed shall be determined by the sum of the energy recorded by the ~~Low Tension Meters~~ low tension meters installed plus energy corresponding to 2½ per cent of the transformer capacity and this shall be accepted by the Consumer as energy consumed for purposes of billing until the ~~High Tension~~ high tension metering equipment is installed by the Supplier.

5. The Consumer may, at his own expense, install check meters at the metering point of the Supplier.

6. The meters shall be properly sealed on behalf of both the Supplier and the Consumer and shall not be interfered with by either party except in the presence of the other party or his duly authorised representative ~~representative~~ in this behalf.

7. The readings of the said meters shall be taken by the accredited representatives of the Supplier and the Consumer at or as near noon as practicable on the last day of each calendar month and the readings so taken with the addition specified in clause 4 in the event of L.T. metering shall be binding and conclusive between the Supplier and the Consumer as to the amount of electrical energy supplied to the Consumer. In the event of any meter being found defective and a check meter not having been installed the

the power consumed for the period during which the meter was defective shall be determined by taking the daily average consumption for the ~~previous period~~ preceding three months of supply. ~~not exceeding three months.~~

8. Once in every year the meters shall be calibrated and standardised, if ~~necessary~~ either party so desires, by the Supplier in the presence of a representative of the Consumer.

9. Either party to this agreement may at any time and after notice to the other party, have a special test carried out of any or all the meters above mentioned at a place to be fixed by mutual agreement. The meter or meters so tested shall be deemed to be correct if as a result of such a test the meter or meters are found to vary within the limits prescribed by the I.E. Rules,1937, or any statutory modification thereof for the time being in force. If the mean error be found to be more than that prescribed by the said I.E. Rules the Supplier will deduct from or add to the account ~~of~~ for the preceding period of three months an amount equivalent to the error. The expenses of such test shall be borne by the Supplier in the event of the account requiring any adjustment as hereinbefore mentioned. If no adjustment of the account is necessary as a consequence of such special test the party at whose instance the test was conducted shall bear the costs of such test.

10 The Consumer shall permit the Supplier to occupy free of charge a space 50 feet by 50 feet at the point of supply ~~of~~ for installing the terminal structure and a small room for locating the telephone, tools and other equipment necessary for the efficient maintenance of the transmission line.

The terminal structure, room and other equipment referred to above shall, on the expiry of the period fixed in this agreement, be dismantled and removed by the Supplier at ~~its own~~ the Supplier's expense.

and the due continuity of such supply with as little variation of voltage and frequency as is reasonably ~~practable~~ practicable provided always that the Supplier shall give notice as early as possible of the probable duration of any interruption in supply due to any ~~of the causes which the Supplier cannot prevent by using reasonably practicable means~~ of the aforesaid causes and will use every practical means to make the period of interruption as short as possible.

If, at any time, the Consumer is prevented from receiving and using the electrical energy to be supplied under this agreement wither-wholly in whole or in part owing to any strikes, riots, insurrections, command of a civil or military authority, fire, explosives, act of God or any other cause reasonably beyond control or if the Supplier is prevented from supplying or is unable to supply such electrical energy owing to all or any of the causes mentioned above the minimum guarantee under this agreement shall be reduced in proportion to the ability of the Consumer to take supply, or the Supplier to supply, such power.

15. The Supplier reserves the right to discontinue supply of power for the purpose of testing, for a period not exceeding one hour once every month and also at any other time if it should appear necessary to the Supplier to test any portion of the plant in order to secure subsequent continuity of supply or for the purpose of connecting new machinery. These monthly stoppages may, at the option of the Supplier, be extended on due notice to six hours once in every six months. No reduction of the monthly minimum charged shall be claimed by the Consumer on this account.

16. The Consumer ~~gives~~ hereby grants to the Supplier ~~the right of laying and~~ license to enter on and utilize such portion of the ~~premises~~ land belonging to the Consumer as may be necessary for the purpose of laying and maintaining the transmission line referred to

~~to above through the territory of the Consumer~~ and also a similar license for the purpose of ~~the right of~~ extending the transmission line beyond the point of supply in the said territory to places within the Mysore State beyond the territory of the Consumer & this license shall be irrevocable for a period of 55 years from the date on which this agreement comes into force.

17. The Consumer agrees to reimburse the Supplier the amount of any Income tax that may have to be paid by the Supplier ~~by reason~~ in respect of the earnings made by the Supplier under this agreement.

18. The Consumer shall exempt from the operation of Madras Motor Vehicles Taxation Act, 1931, all vehicles belonging to the Supplier and the Supplier's employees when used for the purposes of construction and maintenance of the transmission line and equipment in the territory of the Consumer as aforementioned.

19. The Consumer shall give to the Supplier all necessary facilities for clearing jungle lands for the required width for the satisfactory running and maintenance of the transmission line through the territory of the Consumer and the Consumer shall not charge the Supplier compensation or royalty in any shape or form on account of these works on Government lands within the ~~Government's~~ Consumer's territory.

20.(a) At the request of the Consumer this agreement may be extendéd beyond the 5 year period referred to in clause 2 for a further period to be mutually agreed upon by the Supplier and the Consumer.

21. The Supplier and the Consumer hereby agree that if at any time there should arise any dispute between them touching the interpretation or operation or carrying out of this agreement such dispute shall be referred for the decision of three arbitrators, one to be appointed by each

(a) This clause for increase may be omitted as ~~if both parties agree anything whatsoever may be arranged for~~ a thing which requires the consent of both parties is no agreement at all. esf

From - The Superintendent, Resident's Office, Banga[illegible]e.
To - The Assistant Secretary to the Government of [illegible]rsore,
Electrical Department.

Dated Bangalore, the 8th Februar[illegible] 1944

Dear Sir,

As desired in your letter of the 7th February [illegible]4, I enclose herein a copy of letter from the Chief En[illegible]eer (Electricity), Madras, No.5547G/4[illegible]-74, dated 30-8-4[illegible] to the Secretary to the Government of Madras, P.W.D.

Yours sincerely,

SUPERINTENDENT, RESIDENT'S OFFICE

Copy of letter from the Chief Engineer (Electricity), Madras, No.5547G/42-74, dated 30-8-43 to the Secretary to the Government of Madras, P.W.D.

Elctricity - Supply to the Silk Filatures at Kollegal - Agreement.

Ref: Govt. Endorsement No. 1352 E/43-34, dated 3-8-1943.

I return herewith the draft agreement received with the Government Endorsement quoted above, with the following remarks:-

PREAMBLE: The words "His Excellency the Governor of Madras" may be substituted for the words "the Government of Madras represented by ....." in the first sub-para.

CLAUSE 1. The connected load of the two silk filatures is understood to be 84 h.P. The figure '65.H.P' may be altered to '84 H.P.'.

CLAUSE 2: The first portion of this clause specifies that the period of agreement will be for five years from the date of the supplier notifies the consumer that supply is available. There is no objection to the acceptance of the clause as provided for by the Mysore Government as both the Silk filatures will be ready to take supply by the time supply is made available by the Mysore Government.

The latter portion of the clause provides for the right of the Mysore Government to run and maintain the transmission line through British territory for a period of 55 years. Reference is invited to letters No.1352 E/43-22 P.W.D. dated 25-5-43 and No.1352 E/43-[illegible], dated 21-6-43 from the Secretary to Govt., P.W.D. to the Hon'ble the Resident in Mysore, according to which Govt. have agreed to concede the Mysore Govt. the right of running and maintaining the transmission line through British territory for a period of 50 years only. However as stated in my letter No.5547 G/42-52 dated 17-6-43 there is no objection to agreeing for a period of 55 years as provided for by the Mysore Government in the draft agreement.

CLAUSE 4. As H.T. metering equipment was not readily available the Mysore Govt. suggested adoption of L.T. metering with provision for losses in transformers and feeder lines and this was accepted to by me. Clause 4 may therefore be accepted with the words "plus energy corresponding to 2½% of the transformer capacity" substituted for "plus 2½% of the transformer capacity".

It is desirable to provide between clauses 4 and 5 the standard clauses relating to the installation of check meters, proper sealing of meters, reading of meters, calibration of meters and special test of meters.

CLAUSE 5: This is a new clause. The land referred to is required for the location of the bulk supply point. Acquisition of the land by the industries Department has since been sanctioned by Government and there appears no objection to the acceptance of the clause.

It is however desirable to provide for the dismantlement of the structures erected by the Mysore Government on the expiry of the agreement for supply of power at their own cost or alternatively for payment of rent by the Mysore Government if they require continuance of the use of this land after the expiry of the power agreement.

CLAUSE 6: The clause may be accepted with the following modifications:

(1) The words "allotted" occurring in line 6 of the clause may be substituted by the words 'connected and utilised'.

(2) The original proposal was to install a H.T. meter at the point of supply. It has since been decided to install only L.T. meters in the first instance. As the rent of Rs.2 per meter applies only to H.T. meter and as the rent for L.T. meter should be lower the words "plus a meter hire of Rs.2 per month per meter" occurring at the end of the clause may be substituted by the words "plus a total meter hire of Rs.2 per month irrespective of the number of meters installed".

CLAUSE 7. The clause may be accepted with the period allowed for payment of bills being stipulated as 30 days as the period of 14

provided for by the Mysore Government will be inadequate. The provision of 30 days was agreed to by the Mysore Government in respect of their supply to Salem and Erode from Mettur - vide clause 8 of the agreement recorded in G.O.No.Ms.238-W dated 28-1-1931.

Clause 8: This clause may be accepted with the rate of interest viz., 7% being specified as 'per annum'.

Clause 9. This is a new clause analogous to the 'force majeure' clause previously included in departmental agreements. This clause provides only for the Mysore Government's inability to supply in the case of the 'force majeure' conditions mentioned therein and does not provide for grant of rebate. It may be modified on the lines of the standard departmental 'force majeure' clause.

Clause 10. This clause is a new one and may be accepted.

Clause 11. The clause provides for exemption of the Mysore Govt. from the operation of certain sections of the Indian Electricity Act and rules. Permission under section 28 of the Indian Electricity Act was previously granted to the Mysore Government in the case of supply to Mettur - vide G.O.No.2134 W dated 27-8-1928. Similar permission appears necessary in the present case also. Permission under section 28 of the Indian Electiricity Act and exemption from the operation of certain sections of the Indian Electricity Act and Indian Electricity Rules may be granted to the Mysore Government separately as in the case of the supply to Mettur. Proposals in this regard have been called for from the Chief Electrical Inspector to Government and will be forwarded to Government immediately on receipt. As provision for this in the power agreement is not essential the clause may be deleted.

Clause 12. As already stated in my remarks on clause 2, though the Madras Government have agreed to grant the Mysore Government the right of running and maintaining transmission lines through British territory for a period of 50 years only, there is no objection to agree to a period of 55 years. The provision for automatic extension of this right for a further period of 50 years need not be accepted. The words "and any application ..... circumstances" at the end of the clause may be deleted.

XX XX XX

ELECTRICAL SECRETARIAT.

(continuation sheet / draft form)

Page No. 30

No. E.D.S. 2489.
Encls. Two Copies of letters & one Agreement.
Dt. 12. 2. 1944.

To

The General Superintendent,
Bowany Power Scheme,
Bangalore.

Subject:- Supply of electricity to the Silk Filatures factory at Kollegal.

Sir,

In continuation of this office
Memo. No. E.D.S. 2105 dated 11th
January 1944 on the above subject
I am directed to forward herewith
a copy of letter No. 1359-E/III/39
dated the 22nd January 1944
and of its enclosures received
from the Govt. of Madras and
to request that your remarks
thereon may kindly be
furnished at a very early date.

2. The Secretary to the Hon

the Resident has stated that the
Govt of Madras are being requested
to expedite their decision regarding
exemptions from some of the provisions
of the Indian Electricity Act, 1910. In the meantime
he enquires whether the Govt. of India
will otherwise accept the draft enactment
as now revised by the Govt. of Madras.

Thanks etc.

Secretary to Govt.,
Electrical Dept.
9/2/12

Copy of letter from the Government of Madras No.1758.E/43.9, dated the 1st March 1943, to the Hon'ble the Resident in Mysore, Bangalore.

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Electricity - Supply to Silk Filatures, Kollegal - Residency letters Nos.D.F.54-43/Pol, dated 20-1-44 and 4-2-1944.

It is presumed that the Mysore standard practice has been adopted in the case of extension of lines to Kollegal. If so, the drawings and designs need not be sent to the Chief Electrical Inspector to Government, Madras for formal approval of the methods of construction, but copies of the drawings and designs may please be obtained from the Mysore Government and forwarded for reference and record.

No. 18698.

Telephone No. 2110

No. 18698.

Enclo. 2 copies of draft agreement.

Telegraphic Address
"GOMED"

CODES USED
BENTLEY'S, LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPHIC CODE.

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT.

OFFICE OF THE GENERAL SUPERINTENDENT,
CAUVERY POWER SCHEME,

Bangalore, 13th March 194 4.
(MYSORE, S. INDIA.)

SECRETARY TO GOVERNMENT
Date 14/3/44
P. W. ELECTL. & RYS.

Mr V. D'
14.3.44

From

M. HAYATH, ESQ., B.E., (MECH.), B.S.E.E.,
GENERAL SUPERINTENDENT,
CAUVERY POWER SCHEME.
BANGALORE.

ELECTRICAL SECRETARIAT
BANGALORE.
C. No. 1972
Date 14.3.44

To

The Secretary to Government,
Electrical Department,
BANGALORE.

Sir,

Supply of Electricity to the Silk Filature Factory at Kollegal.

With reference to your letter No.EDS.2439 dated the 12th February 1944 on the above subject, forwarding copies of the letters received from the Secretary to the Hon'ble the Resident enclosing therewith the draft agreement as prepared by the Government of Madras for my remarks, I have the honour to state as follows:

The comments will follow paragraph by paragraph and the paragraphs numbered are in accordance with the numbers given in the draft agreement sent by the Government of Madras.

I have also enclosed herewith two copies of the revised draft incorporating all the suggestions made in the remarks for being forwarded to the Government of Madras for acceptance if the same meets with the approval of Government.

Preamble:- The draft as prepared by the Government of Madras is a little different from our draft previously forwarded to them inasmuch as they have included "His Excellency the Governor of Madras" in place of "Government of Madras" and have omitted the General Superintendent, Cauvery Power Scheme. The reasons for the latter are not furnished. However, in the draft prepared by me I have incorporated the suggestion of Madras Government and also retained the other portions of the paragraphs in accordance with our original draft.

P.T.O.

Clause 1:- The modification proposed by the Government of Madras may be accepted.

Clause 2:- The modification suggested by the Government of Madras may be accepted.

Clause 3:- The only modification that has been made in the revised draft is that instead of a central point of supply for energy required by the Government of Madras, several points have been mentioned. Originally it was proposed that power supply at our expense should terminate at Kollegal and the feeder line between Kollegal and Mudikundam should be constructed by us at the expense and on behalf of the Government of Madras, accordingly the work was carried out. Subsequently, extension of power to Hanballi was sanctioned by Government, and the line has been extended from Mudikundam to Hanballi. Therefore, it is proposed to take over the line between Kollegal and Mudikundam and add on to the capital cost of power supply to Hanballi. The agreement obtained from the consumers at Hanballi has been based on the capital cost incurred for extending the line from Mudikundam to Hanballi and also the capital cost of the feeder line between Kollegal and Mudikundam. Therefore, there will be two points of supply for measuring the energy as at present arranged - one at Kollegal and one at Muqikundam. I am sure the Chief Engineer for Electricity, Government of Madras, will accept this modification due to altered conditions.

Clause 4:- The modification suggested by the Government of Madras may be accepted.

Clause 5:- There is no modification except that meter "point" has been changed to meter "points".

Clause 6:- The Government of Madras have contemplated that the meters belonging to this Department cannot be interfered with without the knowledge and the presence of the consumer. This cannot be accepted. As and when found necessary the Department arranges to test and check meters and the consumer is given an opportunity to be present, but his presence

is not essential for our work. Therefore, this has been modified to suit the requirements and the practice in the Department.

Clause 7:- The draft of the Government of Madras contemplates that the reading be taken by us in the presence of the consumer. While the consumer knowing the date of the reading is welcome to be present, we cannot wait for him to come up and be present before taking the reading. As the date and the approximate time have been fixed, it is open to consumer to be present.

Further, the draft of the Government of Madras contemplates that the reading of the check meter also be taken by us. While we may do so for our own information, this cannot be insisted upon by the consumer. It is left to the choice of the consumer to instal the check meter if he finds it necessary, for which we have absolutely no objection. Further, the check meters installed by the consumers will be under their custody and we will not interfere with them in any manner. Therefore, the draft has been revised accordingly.

Clause 8:- This may be accepted.

Clause 9:- As proposed by the Government of Madras this may be accepted with the modification that it refers to only the meters installed by the supplier and the consumer's meters are left to be checked by the consumer as and when he finds it necessary.

Clause 10:- This has been accepted as proposed by the Government of Madras with a small modification that while the draft of the Government of Madras contemplates complete removal of the terminal structure, the draft as now prepared requires such portion of the terminal structure as is required for the transmission line to territories beyond Kol[illegible]al to be retained as the right of running the line continues [illegible] 55 years.

Clause 11:- This is retained as proposed by the Government of Madras with the modification that the meter hire of Rs2/- per month per meter is included, inasmuch as the number of points of supply is more than one as explained under Clause 3. The charg-

P.T.O.

ing of meter hire of R2/- per month per meter should be acceptable to the Government of Madras.

Further, the Government of Madras have contemplated in their draft that the H.P.minimum be levied on the basis of rated H.P. (connected and utilised). In the original draft forwarded to them by you it was contemplated that the H.P.minimum shall be paid on the allotted H.P. whether it is utilised or not. Inasmuch as all our power consumers are charged for only on rated H.P. the modification suggested by the Government of Madras may be accepted.

Clause 12:- This is retained as proposed by the Government of Madras with the modification that the amount is payable within 21 days of the receipt of such a statement, whereas the Government of Madras wish to have 30 days. As even in the case of Kolar Gold Fields who pay us nearly three lakhs of rupees per month the period given for payment of the amount is limited to 21 days, we cannot exceed this time limit.

Clause 13:- Same as Clause 12 above.

Clause 14:- This has been considerably modified by the Govt. of Madras. It includes provision even for non-payment of any minimum during shut-downs of the factories due to causes beyond the control of the consumer. This has been modified to provide for failure of supply by the supplier due to causes beyond his control and failure of consumer to consume power due to causes beyond his control subject to the condition that in any case the consumer will have to pay for the period of the agreement a minimum monthly payment equivalent to 1/12 of 10% of the capital cost incurred in arranging the supply. This should be acceptable to the Government of Madras, as a closure of the Silk Filature factory due to orders from Military or civil authorities should not devoid this Department from its legitimate revenue guaranteed to the extent of 1/12 of 10% of the capital cost per month.

Clause 15:- No change.

Clause 16:- The Government of Madras have modified this

Draft

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SUPPLY OF ELECTRICITY TO THE SILK FILATURES AT KOLLEGAL

AGREEMENT made this..... day of 1943 between the Government of His Highness the Maharaja of Mysore represented by the General Superintendent, Cauvery Power Scheme, for the time being Mr. M. Hayath hereinafter referred to as the "supplier" ~~which expression shall where the context so permits its successors in office and assigns~~ (include) of the one part and His Excellency the Governor of Madras (in the exercise of the executive authority of the Province of Madras) hereinafter referred to as the "Consumer" ~~which expression shall where the context so permits include his successors in office and assigns~~) of the other part.

WHEREAS the supplier has agreed to supply, and the consumer has agreed to take electric power at Kollegal for the period and upon the terms and conditions hereinafter set forth; NOW THESE PRESENTS witness that the parties have agreed in manner following, that is to say:-

1. The Supplier agrees to supply to the Consumer in the first instance 84 H.P. and eventually up to 200 H.P. when the extension to the new factory proposed to be constructed by the consumer and -- changeover of the Kollegal Panchayet Board materialise.

2. This agreement shall be in force for five years from the date the supplier notifies the consumer that power supply is made available at the point of supply, but the right of running and -- maintaining the transmission lines by the supplier through the territory of the consumer will continue for a further period of fifty years after expiry of the initial guarantee period of five years subject to the condition that the consumer will not be under an obligation to take power for 55 years. (after the said period of)

3. The power will be delivered at a central point or points at Kollegal at 13.2 KV., 25 cycles, 3 phase by running a single -- 13.2 K.V. transmission line along with a telephone line along the New Bridge to Kollegal at the expense of the Supplier, who will at his expense lay, fit up, maintain, supervise and keep in repair,

P.T.O.

suitable and proper cables and other apparatus for such delivery and metering equipments at the points of supply for measuring the energy supplied.

4. As the High Tension metering equipment is not readily available, the supplier will instal low tension metering equipments at the various consuming centres and the energy consumed shall be determined by the sum of the energy recorded by the Low Tension meters installed plus energy corresponding to 2½ per cent of the transformer capacity and this shall be accepted by the consumer as energy consumed for purposes of billing until the High Tension metering equipments are installed by the supplier.

5. The Consumer may at his own expense instal check meters at the metering points of the Supplier.

6. The meters belonging to the Supplier will be kept properly sealed by the Supplier and the meters belonging to the consumer will be kept proporly sealed by the Consumer and each shall not interfere with the seals of the meters belonging to the other.

7. The readings of the said meters installed by the Supplier shall be taken by the accredited representatives of the Supplier as near noon as practicable on the last day of each calendar month and the readings so taken with the addition specified in clause 4 in the ~~event~~ case of L.T. metering adopted, shall be binding and conclusive between the Supplier and the Consumer as to the amount of Electrical energy supplied to the Consumer. The Consumer's representative may arrange to be present at the time of reading. In the event of any meter being found defective and a check meter not having been installed, the power consumed for the period during which the meter was defective shall be determined by taking the daily average consumption for the previous period of supply not exceeding three months.

8. Once in every year the meters shall be calibrated and standardised if necessary by the Supplier in the presence of a representative of the Consumer.

Continued.

9. Either party to this agreement may at any time and after notice to the other party, have a special test carried out of any or all the meters belonging to Supplier above mentioned at a place to be fixed by mutual agreement. The meter or meters so tested shall be deemed to be correct if as a result of such test the meter or meters are found to vary within the limits prescribed by the Indian Electricity Rules, ~~of~~ 1937, or any statutary modification -- thereof for the time being in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules the Supplier will deduct from or add to the account of the preceding period of three months an amount equivalent to the error. The -- expenses of such test shall be borne by the Supplier in the event of the account requiring any adjustment as hereinbefore mentioned. If no adjustment of the amount is necessary as a consequence of such special test the party at whose instance the test was conducted shall bear the cost of such test.

10. The Consumer shall permit the Supplier to occupy free of charge a space 50 ft. by 50 ft. at the point of supply for installing the terminal structure and a small room for locating the telephone, tools, etc., for efficient maintenance of the transmission line.

The terminal structure, room and other equipment referred to above shall on the expiry of this agreement be dismantled and removed by the Supplier at his own expense, retaining such portions of the structure as will be required for the transmission line to territories beyond Kollegal.

Alternatively, the Supplier may continue to use the plot of land on payment of such rent as may be fixed by the Consumer.

11. The power supplied under this agreement ~~will~~ be paid for by the Consumer by monthly payments at the rate of one anna per unit (B.O.T.U.) delivered at the points of supply and as registered by the Supplier's recording meter or meters installed for the purpose at such points, subject to a monthly minimum of 1/12 of 10 per cent on the capital cost incurred in arranging the power supply or 100 units

per H.P. per month at the rate of one anna per unit for the Horse Power connected and utilised, from time to time whichever is higher, plus a meter hire of Rs.2/- per month per meter.

12. The Supplier will send to the consumer a statement of account of the electrical consumption during each calendar month and the Consumer shall pay the amount within 21 days of the receipt of such statement.

13. In case the Consumer fails to pay any charge due for power supply within 21 days after statement of account is sent, the Supplier shall have the option to cut off the supply without prejudice to the recovery of all dues from the consumer, including the cost of power supplied up to the date the supply of power is cut off with interest at 7% from the date the payment became due to the date of payment and the Consumer shall be liable to pay up the monthly minimum prescribed in Clause 11 of this agreement during the whole period of such stoppage.

14. The Supplier will take all reasonable precautions to ensure a supply of power to the Consumer and the due continuity of such supply with as little variation of voltage and frequency as is reasonably practicable, but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of cutting off of or damage to, any wires or works of the Supplier due to War, mutiny, riot, or strike, or by reason of -- earthquake, hurricane or tempest or of any accident or causes not within the control of the Supplier, provided always that the Supplier shall give notice as early as possible of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every practicable means to make the period of interruption as short as possible.

If at any time the Consumer is prevented from receiving and using the electrical energy to be supplied under this agreement either in whole or in part owing to any strikes, riots, insurrection command of a Civil or Military Authority, fire, explosion, act of God

Continued.

or any other cause reasonably beyond the control of the Supplier the minimum guarantee under this agreement shall be reduced in proportion to the ability of the consumer to take supply but not below the minimum of 1/12 of 10 per cent of the capital cost incurred in arranging the supply.

15. The Supplier reserves the right to discontinue supply of power for the purpose of testing for a period not exceeding one hour once every month and also at any other time if it should appear necessary to the Supplier to test any portion of the plant in order to secure subsequent continuity of supply or for the purpose of connecting new machinery. These monthly stoppages may, at the option of the Supplier be extended on due notice to six hours once every six months. No reduction of the monthly minimum charges shall be claimed by the Consumer on this account.

16. The Consumer confers on the Supplier the right of laying and maintaining the transmission line referred to above through the territory of the Consumer and also the right of extending the transmission line beyond the point of supply in the said territory to places within the Mysore State beyond the territory of the Consumer for a period of 55 years from the date on which this agreement comes into force. Any application that may be made by the Supplier for extension of this right for a further period of 50 years after expiry of the 55 years will not be refused except ~~under~~ extraordinary circumstances.

17. The Consumer agrees to reimburse the Supplier the amount of any income-tax that may have to be paid by the Supplier ~~by reason~~ in respect of the earnings made by the Supplier under this agreement.

18. The Consumer shall exempt from the operation of the Madras Motor Vehicles Taxation Act, 1931 all vehicles belonging to the Supplier and of the Supplier's employees when used for the purpose of construction and maintenance of the transmission line and equipment, in the territory of the Consumer.

19. The Consumer shall give to the Supplier all necessary facilities for clearing jungle lands for the required width for the

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satisfactory running and maintenance of the transmission line through the territory of the Consumer and the Consumer shall not charge the Supplier compensation or royalty in any shape or form on account of these works on Government lands within the Consumer's territory.

20. At the request of the Consumer this agreement may be extended beyond the 5 year period referred to in clause 2 for a further period to be mutually agreed upon by the Supplier and the Consumer.

21. The Supplier and the Consumer hereby agree that if at any time there should arise any disputes between them touching the interpretation or operation or carrying out of this agreement such dispute shall be referred to the decision of three arbitrators, one to be appointed by each of the parties and a third by the two arbitrators, and the decision of the arbitrators or of a majority of them, as the case may be, shall be final and binding on the parties.

In witness whereof Mr. M. Hayath, the ~~General Superintendent of the Cauvery Power Scheme~~ Secretary to the Govt. of H.H. the Maharaja of Mysore, Electrical Department for the time being, for and on behalf of the Government of His Highness the Maharaja of Mysore and Chief Engineer for Electricity to the Government of Madras for and on behalf of and by the order and direction of His Excellency the Governor of Madras have hereunto set their hands, the year and date aforesaid.

Signed by the abovenamed Mr. M. Hayath in the presence of

1.

2.

Secretary to the Govt. of H.H. the Maharaja of Mysore, Electrical Dept.
~~General Superintendent, Cauvery Power Scheme.~~

Signed by the abovenamed in the presence of

1.

2.

Chief Engineer for Electr

Dept sanctioned & executed
Govt & the contract necessary.
C.C. sent 29/6/44

13/3

9. Either party to this agreement may at any time and after notice to the other party, have a special test carried out of any or all the meters belonging to supplier above mentioned at a place to be fixed by mutual agreement. The meter or meters so tested shall be deemed to be correct if as a result of such test the meter or meters are found to vary within the limits prescribed by the Indian Electricity Rules of 1937, or any statutory modification -- thereof for the time being in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules the Supplier will deduct from or add to the account of the preceding period of three months an amount equivalent to the error. The -- expenses of such test shall be borne by the supplier in the event of the account requiring any adjustment as hereinbefore mentioned. If no adjustment of the amount is necessary as a consequence of such special test the party at whose instance the test was conducted shall bear the cost of such test.

10. The consumer shall permit the Supplier to occupy free of charge a space 50 ft. by 50 ft. at the point of supply for installing the terminal structure and a small room for locating the telephone, tools, etc., for efficient maintenance of the transmission line.

The terminal structure, room and other equipment referred to above shall on the expiry of this agreement be dismantled and removed by the supplier at his own expense, retaining such portions of the structure as will be required for the transmission line to territories beyond Kollegal.

Alternatively the supplier may continue to use the plot of land on payment of such rent as may be fixed by the consumer.

11. The power supplied under this agreement will be paid for by the consumer by monthly payments at the rate of one anna per unit (B.O.T.U.) delivered at the points of supply and as registered by the supplier's recording meter or meters installed for the purpose at such points subject to a monthly minimum of 1/12 of 10 per cent on the capital cost incurred in arranging the power supply, or 100 units

per H.P. per month at the rate of one anna per unit for the Horse Power connected and utilised, from time to time whichever is higher, plus a meter hire of ..2/- per month per meter.

12. The Supplier will send to the consumer a statement of account of the electrical energy, during each calendar month and the consumer shall pay the amount within 21 days of the receipt of such statement.

13. In case the consumer fails to pay any charge due for power supply within 21 days after statement of account is sent, the supplier shall have the option to cut off the supply without prejudice to the recovery of all dues from the consumer, including the cost of power supplied up to the date the supply of power is cut off with interest at 7% from the date the payment became due to the date of payment and the consumer shall be liable to pay up the monthly minimum prescribed in Clause 11 of this agreement during the whole period of such stoppage.

14. The Supplier will take all reasonable precautions to ensure a supply of power to the Consumer and the due continuity of such supply, with as little variation of voltage and frequency as is reasonably practicable, but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of cutting off of or damage to, any wires or works of the Supplier due to War, mutiny, riot, or strike, or by reason of earthquake, hurricane or tempest or of any accident or causes not within the control of the Supplier, provided always that the Supplier shall give notice as early as possible of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every practicable means to make the period of interruption as short as possible.

If at any time the consumer is prevented from receiving and using the electrical energy to be supplied under this agreement either in whole or in part owing to any strikes, riots, insurrections, command of a Civil or Military Authority, fire explosures, act of God

Continued.

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Copy of letter from the Government of Madras, No.1758.E./43.9 dated the 1st March 1943, to the Hon'ble the Resident in Mysore, Bangalore.

Electricity - Supply to Silk Filatures, Kollegal - Residency letters Nos.D.F.54-43/Pol. dated 20th January 1944 and 4th February 1944.

It is presumed that the Mysore standard practice has been adopted in the case of extension of lines to Kollegal. If so, the drawings and designs need not be sent to the Chief Electrical Inspector to Government, Madras for formal approval of the methods of construction, but copies of the drawings and designs may please be obtained from the Mysore Government and forwarded for reference and record.

No.EDS.2990. Dated Bangalore, 4/5 April 1944

Copy of the above, is forwarded, with compliments, to the General Superintendent, Cauvery Power Scheme, for favour of immediate necessary action.

O/C 6/4/44

For Secretary to Government,
Electrical Department.

D.2167

Submitted

The main file on the subject containing the Madras Govt.'s letter has been sent to the Law Secretary for scrutinising the agreement forwarded by the G.S.&P.S.

On its receipt the present reference will be put up, if approved.

VD 10/4/44 Yes

10.4.44. 10/4/44

12/4/44

Submitted

The Residency have reminded for these drawings. The main file on the subject has again been referred to the Law Secretary on 26/4/44. It is for orders whether these drawings may be forwarded on receipt of the main file.

VD 27/4/44

27/4/44. The main file may be awaited

27/4 Yes. Remind

27.4.44

C. F. No. 46]

GOVERNMENT OF MYSORE

No. 20753
Encls. four drgs.

OFFICE OF the General Supdt., CPS. 53

Date Bangalore, 8th April 1944

To

The Secretary to Government,
Electrical Department,
Bangalore.

SECRETARY TO GOVERNMENT
Date 8/4/44
P.W.D. ELECTL. BRYS.

ELECTRICAL DEPARTMENT
BANGALORE
Rec. No. 2167
8.4.44

Sir,

M.V.D
18th
8/4/44

Electricity - Supply to Silk Filatures, Kollegal-
Residency letters NosD.F.54-43/Pol. dated
20th January 1944 and 4th February 1944.

With reference to your letter No.E.D.S.2990 B) dated 4th April 1944, enclosing a copy of the letter from the Government of Madras to the Honourable the Resident in Mysore, I have the honour to enclose herewith 2 copies of each of the drawings of the structures adopted for the Transmission Line at Kollegal.

I have the honour to be,
Sir,
Your most obedient servant,

8/4

General Superintendent, C.P.S.

HVN-VJN-AK.

Drg.No.T.239 2
Drg.No.T.211 2

Office of the Hon'ble the
Resident in Mysore.

~~GOVERNMENT OF INDIA.~~

Bangalore.

~~Department.~~

No. DF. 54-43/Pol.

Dated the 25th April 1944

Subject :— Supply of electricity to the Silk Filatures at Kollegal.

The undersigned is directed to invite attention to the communication noted in the margin and to the favour of an early reply as ~~request that the return of the file be expedited~~ ~~enquire how the case stands~~. a reminder has been received from the Government of Madras.

No. DF. 54-43/Pol., dated the 13th March 1944, from this Residency.

P. K. Narayana Iyer
for SECRETARY TO THE RESIDENT.

S. 10.

C. P. Co., Ltd.—6772/S.57—3-5-43—8,00,000.

ELECTRICAL SECRETARIAT.

Draft for approval.

No. EDS. 3592.

Dated 3.6.46.

Encls. Copy of Agreement.

FROM

The Secretary to Government,
Electrical Department,
Bangalore.

To The Secretary to the Hon'ble
the Resident in Mysore,
Bangalore.

Subject:—

Supply of electricity to the
Silk Filature Factory at Kollegal —
Agreement thereon.

Sir,

With reference to your letter
No. D.F. 54-43/Pol. dated the 6th
February 1946 on the above subject
I am directed to forward
herewith a revised draft agreement
to be entered into with the
Govt. of Madras and to request
that the same may kindly be
transmitted to the Govt. of Madras

D)

WD 05560—GPB—20 pads of 100 sheets each 12-2-42

SUPPLY OF ELECTRICITY TO THE SILK FILATURE AT KOLLEGAL.

AGREEMENT made this..... day of 1943 between the Government of His Highness the Maharaja of Mysore represented by the General Superintendent, Cauvery Power Scheme, for the time being Mr. M. Mayath of the one part, and His Excellency the Governor of Madras in the exercise of the executive authority of the Province of Madras hereinafter referred to as the "Consumer" of the other part.

WHEREAS the Supplier has agreed to supply, and the Consumer has agreed to take electric power at Kollegal for the period and upon the terms and conditions hereinafter set forth; NOW THESE PRESENTS witness that the parties have agreed in manner following, that is to say:-

1. The Supplier agrees to supply to the Consumer in the first instance 84 H.P. and eventually up to 200 H.P. on the extension to the new factory proposed to be constructed by the Consumer and taken over of the Kollegal Panchayet Board material.

2. This agreement shall be in force for a period of five years from the date the Supplier notifies the Consumer that power supply is made available at the point of supply, but the right of running and maintaining the transmission lines by the Supplier through the territory of the Consumer will continue for a further period of fifty years after expiry of the initial guarantee period of five years subject to the condition that the Consumer shall not be under an obligation to take power after the said period of 5 years.

3. The power will be delivered at a central point or points at Kollegal at 13.2 KV., 25 cycles, 3 phase by running a single 13.2 K.V. transmission line along with a telephone line along the Mari bridge to Kollegal at the expense of the Supplier, who will at his expense lay, fit up, maintain, supervise and keep in repair suitable and proper cables and other apparatus for such delivery and metering equipments at the points of supply for measuring the energy supplied.

4. As the high tension metering equipment is not readily available, the Supplier will instal low tension metering equipments at the various consuming centres and the energy consumed shall be determined

determined by the m: of the energy recorded by the low tension meters installed plus energy corresponding to 2 per cent of the kVA power capacity of this shall be accepted by the consumer as energy consumed for purposes of billing until the high tension metering equipments are installed by the Supplier.

5. The Consumer may at his own expense instal check meters at the metering points of the Supplier.

6. The meters belonging to the Supplier will be kept properly sealed by the Supplier and the meters belonging to the Consumer will be kept properly sealed by the Consumer and each shall not interfere with the seals of the meters belonging to the other.

7. The readings of the said meters installed by the Supplier shall be taken by the accredited representative of the Supplier as near noon as practicable on the last day of each calendar month and the readings so taken with the addition specified in Clause 4 in the case L.T. metering is adopted, shall be binding and conclusive between the Supplier and the Consumer as to the amount of electrical energy supplied to the Consumer. The Consumer's representative may be arranged to be present at the time of the reading. In the event of any meter being found defective and a check meter not having been installed, the power consumed for the period during which the meter was defective shall be determined by taking the daily average consumption for the previous period of supply not exceeding three months.

8. Once in every year the meters shall be calibrated and tested if considered necessary by the Supplier, in the presence of a representative of the Consumer.

9. Either party to this agreement may at any time and after notice to the other party, have a special test carried out of any or all the meters belonging to Supplier above mentioned at a place to be fixed by mututal agreement. The meter or meters so tested shall be deemed to be correct if as a result of such test the meter or meters are found to vary within the limits prescribed by the Indian Electricity Rules, 1937, or any amendment thereof for the time being in

in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules the Supplier will deduct from or add to the account of the preceding period of three months an amount equivalent to the error. The expense of such test shall be borne by the Supplier in the event of the account requiring any adjustment as hereinbefore mentioned. If no adjustment of the account is necessary as a consequence of such special test the party at whose instance the test was conducted shall bear the cost of such test.

10. The Consumer shall permit the Supplier to occupy free of charge a space of 50 feet by 50 feet at the point of supply for installing the terminal structure and a small room for locating the telephone, tools, etc., for efficient maintenance of the transmission line.

The terminal structure, room and other equipment referred to above shall on the expiry of this agreement be mentioned shall be removed by the Supplier at his own expense, retaining such portions of the structure as will be required for the transmission line to territories beyond Kollegal.

Alternatively, the Supplier may continue to use the plot of land on payment of such rent as may be fixed by the Consumer.

11. The power supplied under this agreement shall be paid for by the Consumer by monthly payments at the rate of one anna per unit (B.O.T.M.) delivered at the points of supply as registered by the Supplier's recording meter or meters installed for the purpose at such points, subject to a monthly minimum of 1/12 of 10 per cent on the capital cost incurred in arranging the power supply or 100 units per H.P. per month at the rate of one anna per unit for the Horse Power connected and utilised, from time to time whichever is higher, plus a meter hire of Rs 2/- per month per meter.

12. The Supplier will send to the Consumer a statement of account of the electrical consumption during each calendar month and the Consumer shall pay the amount within 21 days of the receipt of such

13. In case the Consumer fails to pay any sum due for power supply within 21 days after statement or account is rendered, the Supplier shall have the option to cut off the supply without prejudice to the recovery of the amount due by the Consumer, including the cost of re-connection up to the date the supply of power is cut off with interest at 9% from the date the payment became due to the date of payment and the Consumer shall be liable to pay the monthly minimum prescribed in clause 11 of this agreement during the whole period of such stoppage.

14. The Supplier will take all reasonable precautions to ensure a supply of power to the Consumer and the due continuity of such supply with as little variation of voltage and frequency as is reasonably practicable, but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of cutting off of or damage to, any wires or works of the Supplier due to war, mutiny, riot, or strike or by reason of earthquake, hurricane or tempest or of any accident or causes not within the control of the Supplier, provided always that the Supplier shall give notice as early as possible of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every practicable means to make the period of interruption as short as possible.

If at any time the Consumer is prevented from receiving and using the electrical energy to be supplied under ~~the~~ this agreement either in whole or in part owing to any strikes, riots, insurrections. The ~~careful~~ lawful command of a Civil or Military Authority, fire, explosion, act of God or any other cause reasonably beyond control the minimum guarantee under this agreement shall be reduced in proportion to the ability of the consumer to take supply out not below the minimum of 1/12 of 10 per cent of the capital cost incurred in arranging the supply.

15. The Supplier reserves the right to discontinue supply of power for the purpose of testing for a period not exceeding one hour once every month and also at any other time if it should

plant in order to secure subsequent continuity of supply or for the purpose of connecting new machinery. These monthly stoppages may at the option of the Supplier, be extended on due notice to six hours once every six months. No reduction of the monthly minimum charges shall be claimed by the Consumer on this account.

16. The Consumer confers on the Supplier the right of laying and maintaining the transmission line referred to above through the territory of the Consumer and also the right of passing the transmission line beyond the point of supply in the said territory to places within the Mysore State beyond the territory of the Consumer for a period of 55 years from the date on which this agreement comes into force. An application that may be made by the Supplier for extension of this right for a further period of years after expiry of the 55 years shall not be refused except in extraordinary circumstances.

17. The Consumer agrees to reimburse the Supplier the amount of any income-tax that may have to be paid by the Supplier in respect of the earnings made by the Supplier under this agreement.

18. The Consumer shall exempt from the operation of the Motor Vehicles Taxation Act, 1951, all vehicles belonging to the Supplier or of the Supplier's employees when used for the purpose of construction and maintenance of the transmission line and equipment in the territory of the Consumer.

19. The Consumer shall give to the Supplier the necessary facilities for clearing jungle lands for the required width for the satisfactory running and maintenance of the transmission line through the territory of the Consumer and the Consumer shall not charge the Supplier compensation or royalty in respect of the cutting of these works on Government lands within the Consumer's territory.

20. At the request of the Consumer this agreement may be extended be one the 5 year period referred to in clause 2 for a further period to be mutually agreed upon by the Supplier and the Consumer.

21. The Supplier and the Consumer hereby agree that if at any time there should arise any disputes or differences between them touching the interpretation or operation or carrying out of this agreement such dispute shall be referred to the decision of three arbitrators, one to be appointed by each of the parties and a third by the two arbitrators, and the decision of the arbitrators or of a majority of them, as the case may be, shall be final and binding on the parties.

In witness whereof the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, for the time being, for and on behalf of the Government of His Highness the Maharaja of Mysore, and Chief Engineer for Electricity to the Government of Madras, for and on behalf of and by the order and direction of His Excellency the Governor of Madras, have hereunto set their hands, the year and date aforesaid.

Signed by the abovenamed
in the presence of.

1.
2.

Secretary to the Government of
His Highness the Maharaja of Mysore,
Electrical Department.

Signed by the abovenamed)
in the)
presence of)

1.
2.

Chief Engineer for Electricity
to the Government of Madras.

M.M.

URGENT. 64

No.D.F.54-43/Pol.

From The Secretary to the Hon'ble the Resident in Mysore.
To The Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department.

ELECTRICAL DEPARTMENT
BANGALORE
No. 2611
Dt. 2-6-44

Bangalore, 2nd June 1944.

Supply of electricity to the Silk Filatures at Kollegal.

Sir,

I am directed to refer to my letter No.D.F.54-43/Pol., dated the 13th March 1944 and to enquire when a reply may be expected.

I have the honour to be,
Sir,
Your most obedient servant,

P.K. Narayana Swamy
for SECRETARY TO THE RESIDENT.

No.D.F.54-43/Pol. 65

From The Secretary to the Hon'ble the Resident in Mysore
To The Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department.

Bangalore, 10th June 1944.

Supply of electricity to the Silk Filature Factory at Kollegal.

Sir,

I am directed to acknowledge the receipt of your letter No.E.D.S.3592, dated the 3rd June 1944, and to say that the revised draft of the agreement has been forwarded to the Government of Madras. I am to request that if there is no objection one more copy of the draft may kindly be sent to this Residency for record.

2. I am also to request that copies of the drawings and designs asked for in my letter No.D.F.54-43/Pol., dated the 13th March 1944 may kindly be sent at an early date

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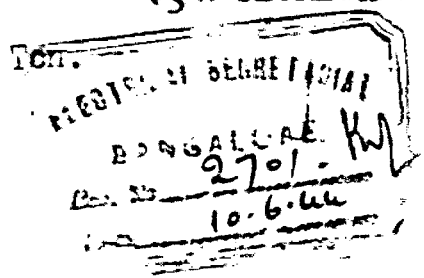
date for transmission to the Government of Madras.

I have the honour to be,
Sir,
Your most obedient servant,

P. K. Narayana Swami
for SECRETARY TO THE RESIDENT.



ELECTRICAL SECRETARIAT.

(~~continuation sheet~~ Draft form)

Page No.

No. E.D.S. 3750.
Encls. Two Drawings
9/13.6.44.

To

The Secretary to the Hon'ble
the Resident in Mysore
Bangalore

Subject:- Supply of electricity to the Sub-stations at Kollegal.

Sir,

I am directed to refer ~~with reference~~ to correspondence ending with your letter No. D.F. 54-43/Pol: dated the 2nd June 1944 on the above subject, ~~I am directed~~ and to forward herewith two drawings of the structures adopted for the Transmission Lines at Kollegal which ~~I am requested that it may~~ kindly be transmitted to the Govt. of Madras for

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their information.

I have etc.

KW 6/6/44

Secretary to Cabt.
Electrical Sect

Memo No E.DS 375/
D/13-6-44.

Copy sent to the C.E.S.B.T.S

for information with reference to
his letter No. 20753 A 3/4/44.

6/6/44

To Secretary to Cabt.
Electrical Sect
12
5/6/44

ELECTRICAL SECRETARIAT.

Page No.

~~Communication sheet~~ Draft form

No E.D.S. 3774.
Encls. draft agreement
dt 15.6.44

To

The Secretary to the Hon'ble
the Resident in Mysore,
Bangalore.

Subject:- Supply of electricity to
the Silk Filature Factory
at Kollegal.

Sir,

I am directed to acknowledge
the receipt of your letter No. D.F.
56-43/Fol. dated the 10th June
1944 on the above subject and
to forward herewith one more
copy of the draft agreement to be
entered into with the Govt. of
Madras.

2. With regard to the Copies
of drawings of the transmission line
to Kollegal required by the
Govt. of Madras, I am to state

WD 05561—GPB—20 pads of 100 sheets each 16-2-42

70

that they have been forwarded to you with this office letter No. EDS-3750 dt 13/6/46.

2)

I have etc.

(J)
14/6

for Secretary to Govt,
Electrical Dept.

ID
14/6/46

for

No.E.D.S.3859 Date 23rd/6/1944.

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From

The Secretary to Govt, Elect. Dept.

To

The Secretary to the Hon'ble the Resident in Mysore, Bangalore.

Subject:- Supply of Electricity to Silk Filatures Factory at Kollegal - Agreement therefor.

Sir,

I am directed to refer to this office letter No.E.D.S. 3592 dated the 3rd June 1944 forwarding for transmission to the Government of Madras, an agreement to be entered into by them in connection with the supply of Electricity to the Silk Factory at Kollegal and to state that some clerical errors have crept in, in the preamble, ~~and~~ in line 4 of Para 7 and in the 17th line of Para 14, of the said agreement, which have now been rectified. It is requested that the agreement referred to herein may please be likewise corrected in the draft already sent to the Government of Madras.

(1) Substitute after the words "represented by" ~~the~~ in the 2 line of the preamble to the agreement "Secretary to the said Government, Electrical Department, for the time being, Mr..... hereinafter called the 'Supplier'," for the words "General Superintendent, Cauvery Power Scheme for the time being Mr. M. Hayath" in the 3rd and 4th line of the said agreement.

(2) Omit the word "the" in line 4 of Para 7 of said agreement.

(3) The word "expense" in relevant pages may be changed to "expenses"

(3) For the word "careful" in the 17th line of para 14 of the said agreement, substitute the word "lawful".

(4) The word given in the last line in para 10 page 3 may be deleted

It is further requested that if there be ~~no~~ no objection, the Government Order, authorizing the Chief Engineer for Electricity to the Government of Madras, to sign the agreement for and on behalf of His Excellency the Governor of Madras, may be kindly sent to us to be kept for reference in our records.

Draft enclosed

23/6/44

G.S/c

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GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

General and Revenue Secretariat.

No. EDS.3859. *Dated Bangalore,* 23rd June 1944

FROM

The Secretary to the Government of His Highness
the Maharaja of Mysore.
Electrical Department, Bangalore.

To

The Secretary to the Hon'ble
the Resident in Mysore,
B a n g a l o r e.

Subject:- Supply of Electricity to Silk Filatures Factory at Kollegal - Agreement therefor.

S i r,

I am directed to refer to this office letter No.EDS.3592 dated the 3rd June 1944 forwarding for transmission to the Government of Madras, an agreement to be entered into by them in connection with the supply of Electricity to the Silk Factory at Kollegal and to state that some clerical errors have crept in, in the preamble, in line 4 of para 7 and in the 17th line of para 14, of the said agreement, which have now been rectified. It is requested that the agreement referred to herein may please be likewise corrected in the draft already sent to the Government of Madras.

(1) Substitute after the words "represented by" in the 2nd line of the preamble to the Agreement "Secretary to the said Government, Electrical Department, for the time being, Mr.....hereinafter called the 'Supplier'", for the words "General Superintendent, Cauvery Power Scheme, for the time being Mr. M. Hayath" in the 3rd and 4th ~~ex~~ line of the said agreement.

(2) Omit the word "the " in line 4 of para 7 of said Agreement.

(3) The word "Expense" in line 4, page 3 may be changed to "Expenses".

(4) The word "of" in line 2 in para 10, page 3 may be deleted.

(5) For the word "Careful" in the 17th line of para 14 of the said Agreement, substitute the word "lawful".

2. It is further requested that if there be no objection, the Government Order, authorising the Chief Engineer for Electricity to the Government of Madras to sign the Agreement for and on behalf of His Excellency the Governor of Madras, may be kindly sent to us to be kept for reference in our records.

I have the honour to be,
S i r,
Your most obedient servant,

26/6/44
~~Secretary~~ for Secretary to Government,
Electrical Department.

A.N.

No.D.F.54-43/Pol.

From The Secretary to the Hon'ble the Resident in Mysore,
The Secretary to the Government of His Highness
the Maharaja of Mysore, Electrical Department.

Bangalore, 19 July 1944.

Sir,

Supply of electricity to the Silk Filature Factory at Kollegal.

With reference to paragraph 2 of your letter No.E.D.S. 3859, dated the 23rd June 1944, I am directed to forward a copy of the Madras Government's Order No.648, Public (Reforms), dated the 1st April 1944, and to invite attention to item 27 of the appendix to that order.

I have the honour to be,
Sir,
Your most obedient servant,

P.K. Narayanaswami

for SECRETARY TO THE RESIDENT.

Tcm.

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Government of Madras

PUBLIC (REFORMS) DEPARTMENT

G.O. No. 648, 1st April 1937

Contracts—Deeds and other instruments—Persons authorized to execute on behalf of the Governor—Notified.

Order—No. 648, Public (Reforms), dated 1st April 1937.

The appended notification will be published in the *Fort St. George Gazette*.

2. Heads of Departments and Departments of the Secretariat are requested to ensure that all deeds, contracts and other instruments which will be executed on or after the 1st April 1937 are executed in proper forms so as to comply with the provisions of sub-section (3) of section 175 of the Government of India Act, 1935.

(By order of His Excellency the Governor)

C. F. BLACKENBURY,
Chief Secretary.

To the Superintendent, Government Press, for publication of the notification in the Gazette Extraordinary on 1st April 1937.
,, all Departments of the Secretariat (all sections) (with relevant extract of notes to Home and Finance Departments).
,, the Secretary to the Governor.
,, all Heads of Departments including Collectors and District Judges.
,, the Accountant-General, Madras.

[Appendix

APPENDIX.

NOTIFICATION.

Under sub-section (3) of section 175 of the Government of India Act, 1935, His Excellency the Governor of Madras is pleased to direct that the undermentioned classes of deeds, contracts and other instruments shall be executed as follows :—

1. All deeds and instruments relating to any matters other than those specified in heads 2 to 37 below.	By a Secretary to Government.
2. Contracts and other instruments for the purchase, supply, conveyance, or carriage of building materials, stores, machinery, etc., and the provision of labour for building or other work and such like engagements.	By Collectors of districts, Sub-Collectors, Assistant and Deputy Collectors in charge of divisions and Tahsildars in charge of taluks ; Inspector-General, Deputy Inspectors-General and Superintendents of Police ; Commissioner of Police, Madras ; Inspector-General of Prisons ; Inspector-General of Registration ; Superintendent of Stationery ; Presidency Port Officer and Port Officers ; and the Director of Industries.
3. In the case of Treasuries and other public offices.	
(*a*) Mortgage-deeds given as security in connexion with the employment of officers as Treasurers and Shroffs in District Treasuries or Sub-Treasuries and agreements entered into with such officers.	By Collectors of districts.
(*b*) Mortgage-deeds given as security in connexion with the employment of Treasurers, Cashiers or Clerks in Offices other than District Treasuries and Sub-Treasuries, charged with the disbursement of money or the custody and handling of securities.	By the head of the office.
(*c*) Instruments relating to the re-assignment of insurance policies which are assigned to the Governor in accordance with the rules regulating the General Provident Fund.	By the Account Officer of the Fund as defined in the rules of the Fund.
(*d*) Deeds of reconveyance of security given by Shroffs in District Treasuries and Sub-Treasuries.	By Collectors of districts.
4. In the case of the Public Works Department (subject to any limit fixed by departmental orders)—	
(*a*) All instruments relating to purchase, supply and conveyance or carriage of materials, stores, machinery, etc.	By Secretary to Government, Public Works Department, Chief Engineers, Superintending Engineers, Superintendent of Works, Divisional Officers, Subdivisional Officers in the Roads and Buildings and Irrigation branches.
(*b*) All instruments relating to the execution of works of all kinds connected with buildings, bridges, roads, canals, tanks, reservoirs, docks, harbours and embankments ; and also instruments relating to the construction of water-works, sewage works, the erection of machinery and the working of coal mines.	
(*c*) Bonds of auctioneers and security bonds for the due performance and completion of works.	
(*d*) Security bonds for the due performance of their duties by Government servants whom the officers specified have power to appoint.	
(*e*) Leases for grazing cattle on canal banks or roadsides ; for fishing in a canal ; for the cultivation of land under the Irrigation departments, leases of water for irrigation and other purposes and leases of water power ; and instruments relating to the sale of grass, trees or other produce on road sides or in plantations.	By Chief Engineers, Superintending Engineers, Superintendent of Works, Divisional Officers and Subdivisional Officers in the Roads, Buildings and Irrigation branches.
(*f*) Leases of houses, land or other immovable property provided that the rent reserved shall not exceed Rs. 5,000 a month.	By Chief Engineers, Superintending Engineers, Superintendent of Works and Divisional Officers in the Roads and Buildings and Irrigation branches.
(*g*) All instruments connected with the reconveyance of properties given as security.	
(*h*) Instruments connected with the collection or farming of tolls at bridges or ferries or other means of communication provided by the Local Government.	
(*i*) Agreements for the recovery of fines on account of drift wood or other timber passing into a canal.	By Chief Engineers, Superintending Engineers, Superintendent of Works and Divisional Officers in the Irrigation Branch.
(*j*) Agreements relating to the loan of tools and plant to contractors and others.	By Executive Engineers.
(*k*) All deeds and instruments relating to any matters other than those specified in heads (*a*) to (*j*).	By Secretary to Government, Public Works Department.
5. Contracts and other instruments relating to the Forest Department.	By Chief Conservator of Forests, Conservators of Forests, Collectors of districts, Deputy Conservators of Forests, Assistant Conservators of Forests and Forest Engineer.
6. Contracts and other instruments relating to the Jail Department.	By the Inspector-General of Prisons and Chief Inspector of Certified Schools.
7. Agreements as regards purchases and sales relating to the Cinchona Department.	By Director, Cinchona Department.
8. Agreement for the supply of labour to the Cinchona Department.	By the Superintendent in charge of the Plantations, Cinchona Department.
9. Agreement for the supply of cattle food, leases relating to the Veterinary Department and contracts for the purchase and disposal of live-stock required for the Serum Institute in the Madras Presidency.	By the Director of Veterinary Services.
10. Exploring and prospecting licences and all mining and other leases, whether as lessor or lessee, not herein otherwise provided for.	By Collectors of districts.
11. Leases of houses, land and other immovable property concerning the Registration Department.	By the Inspector-General of Registration.
12. Contracts and other instruments relating to the Medical Department.	By the Surgeon-General with the Government of Madras.
13. Contracts and other instruments relating to the Public Health Department.	By the Director of Public Health, Madras.
14. Agreements with nurse pupils trained in Government medical insitutions.	By the Superintendents of the training institutions concerned.
15. Security bonds for the due performance of their duties by Government servants in the Medical department.	By the Officers in charge of the institutions in which the Government servants are employed.
16. Contracts for the supply of articles procured in the local markets for medical institutions, including mental hospitals.	By the Officers in charge of institutions.
17. Contracts and other instruments relating to inam title-deeds.	By the Inam Commissioner.
18. Contracts and other instruments relating to matters connected with the Educational Department.	By the Director of Public Instruction.
19. Security bonds for the due performance of their duties by Government servants whom the Presidency Port Officer, Madras, has power to appoint.	By the Presidency Port Officer, Madras.
20. Contracts and other instruments relating to matters connected with the Department of Fisheries—	
(*a*) If within a limit of value of Rs. 1,000 ;	By the Assistant Directors of Fisheries.
(*b*) If within a limit of value exceeding Rs. 1,000 but not exceeding Rs. 5,000.	By the Director of Fisheries.
21. All contracts, deeds and other instruments in matters connected with the administration and working of the Excise Department and with the business of the Excise Department generally.	By the Commissioner of Excise or by the Assistant Commissioner of Excise or Collector of the district, who has power to grant administrative sanction to or who is responsible for carrying out the terms of the contract, deed or instrument.
22. Contracts or agreements for the supply of survey instruments.	By the Joint Secretary, Board of Revenue.
23. Contracts or agreements for the supply of bazaar articles and chemicals.	By the Officer in charge of the Central Survey Office.
24. Contracts or agreements for the supply of demarcation stones.	By the Officers in charge of Survey Parties.
25. Contracts or agreements for the supply of cattle food required by the Agricultural Department agreements for the construction of works on the Agricultural College estate and at other Agricultural stations, agreements with merchants for the supply of green manure seeds and gunny bags, contracts for the supply of small agricultural implements manufactured in India, lease-deeds for renting private buildings for the office or depot accommodation and agreements with contractors for usufructuary right of fruit trees in the Agricultural Research Station and other like purposes.	By the Director of Agriculture.

No.DF.54-43/Pol.

From - The Secretary to the Hon'ble the Resident in Mysore.
To - The Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, Bangalore.

Dated Bangalore, the 2nd Oct. ~~Septr.~~ 1944.

Supply of electricity to the Silk Filature Factory at Kollegal.

Sir,

I am directed to refer to the correspondence ending with my letter No.DF.54-43/Pol. dated the 19th July 1944, and to forward copies of the Madras Government's letters noted in the margin. I am to request that this Residency may kindly be informed whether the Government of Mysore accept

1. No.1352-E/43-49, dated the 18th September 1944, with enclosure.
2. No.1758-E/43-15, dated the 21st September 1944.

accept the agreement as revised by the Government of Madras.

I have the honour to be,
Sir,
Your most obedient servant,

SECRETARY TO THE RESIDENT.

'HR.

2.10.44

ELECTRICAL STORES (1931)
BANGALORE.
Rec. No. 827
Date 4/10/44

S. S.
NGIPC—35 1695/S&P(MFP)—(M-944)—3-3-39—60,000 Pads

Copy of letter from the Secretary to the Government of Madras, Public Works Department, No.1352-E/43-49, dated the 18th September 1944.

Sub:- Electricity -Supply to Silk Falatures - Kollegal - Draft agreement.

Ref: Your Nos.D.F.54-43/Pol., dated 10th June, 1944 and 26th June 1944.

I am directed to state that the revised draft agreement sent by the Government of Mysore has been considered and further revised by this Government. A copy of the draft as further revised is enclosed. The alterations made by this Government are explained below:

Preamble - Sub Para 1. The expression "day of .....1943" has been altered to "day of .....1944".

Clause 4. The expression "metering equipment is" occurring in line 1 of the Mysore draft has been altered to "metering equipments are", so as to be consistent with the language in line 2 of the Mysore draft which refers to "low tension meteringequipments".

Clause 6. A new clause is suggested, as it is essential that the meters, the readings of which are used for billing purposes, should not be opened except in the presence of both the parties and as the clause in the draft of the Mysore Government does not provide for this.

Clause 9. In line 9 of the draft of the Mysore Government, the words "or any statutory modification thereof for the time being in force" have been inserted after the words "Indian Electricity Rules", in accordance with the language of lines 6 and 7 of their draft.

In line 13 of the Mysore draft, the word "account" has been used instead of the word "amount" used by them.

Clause 10. In the first paragraph, the expression "etc." is vague. Therefore the expression "tools etc. for efficient maintenance" has been altered to "tools and other equipment necessary for the efficient maintenance".

The words "retaining such portions of the structure as will be required for the transmission line to territories beyond Kollegal" have been added by the Mysore Government at the end of the second sub-para. If the Mysore Government want to use any portion of the land after the expiry of the agreement for the retention of the structure referred to in the addition made by them, it is only reasonable that they pay rent for the use of the land. The words "on payment of such rent as may be fixed by the consumer for the use of the land" have therefore been added at the end of sub-para 2, and subpara 3 of the Mysore Government draft has been deleted.

Clause 11. Instead of a total meter hire of Rs.2/- per month provided for in the revised draft agreement forwarded with the Government's letter 1352-E/III/43-39, dated 22nd January 1944, a meter hire of Rs.2/- per month per meter has been provided for in the Mysore Government draft. For want of H.T. metering equipment, only L.T. meters have been installed. The meter hire of Rs.2/- per month per meter should refer only to H.T. meter. The standard rent for L.T. meter should be much less. In the circumstances, the Mysore Government may be requested to specify in this clause their standard monthly rent for L.T. meter also, so that this may aply till the H.T. metering

equipment

equipment is installed.

Clause 13. The words "per annum" have been added between the expressions "at 7%" and "from the date" to make it clear that the rate of interest is per annum.

Clause 16. The Mysore Government have added th following at the end of the clause, viz., "Any application that may be made by the Supplier for extension of this right for a further period of 50 years after expiry of the 55 years should not be refused except in extra-ordinary circumstances". This sentence was omitted in clause 16 of the draft sent with this Government's letter No.1352-B/III/43-39, dated the 22nd January 1944, though the Mysore Government had included it in clause 12 of the draft agreement received with your letter No.D.F.54-43/Pol., dated 28th July 1943. The inclusion of this sentence appears to aim at more or less perpetual right. The Director of Industries and Commerce, Madras, reported in his D.O. dated 21st May, 1943 that as regards the right of running and maintaining the transmission lines through the Madras territory perpetually by the Mysore Government he discussed the matter with Mr.J.M.Imam, the Minister in charge of electricity, Mysore Government. The Minister first suggested a term of 99 years but after some discussion he was good enough to agree to halve the period and to be satisfied with a period of 50 years. The Mysore Government also stated that they were agreeable to a period of 50 years being fixed in the first instance, after the initial period of 5 years, - please see their letter No.EDS.5020, dated 1st June 1943, copy sent with your No. D.F.54-43/Pol, dated 10th June, 1943. In reply, this Government's letter No.1352-E/III/43-24, dated 21st June, 1943, In the circumstances, the sentence referred to has been deleted by this Government from clause 16.

Concluding porting. The words "the year and date aforesaid" have been deleted, as suggested by the Legal Remembrancer of this Government.

2. I am to request that the concurrence of the Mysore Government may please be obtained and communicated to me at an early date.

3. With reference to paragraph 2 of your letter No.D.F.54-43/Pol., dated 4th February 1944 regarding exemption of the Mysore Government from certain rules of the Indian Electricity Rules, 1937, etc., a communication will be sent separately.

SUPPLY OF ELECTRICITY TO THE SILK FILATURES AT KOLLEGAL.

AGREEMENT made this .....day of 1944 between the Government of His Highness the Maharaja of Mysore represented by the Secretary to the said Government, Electrical Department, for the time being, Mr.....hereinfakter called the 'supplier' of the one part, and His Excellency the Governor of Madras in the exercise of the Executive authority of the Province of Madras hereinafter referred to as the "Consumer" of the other part.

WHEREAS the Supplier has agreed to supply, and the Consumer has agreed to take electric power at Kollegal for the period and upon the terms and conditions hereinafter set forth; NOW THESE PRESENTS witness that the parties have agreed in manner following, that is to say:--

1. The supplier agrees to supply to the Consumer in the first instance 84 H.P. and eventuallyup to 200 H.P. when the extension to the new factory proposed to be constructed by the consumer and changeover of the Kollegal Panchayat Board materialise.

2. This agreement shall be in force for a period of five years from the date ~~of~~ the Supplier notifies the Consumer that power supply is made available at the point of supply, but the right of running and maintaining the transmission lines by the Supplier through the territory of the Consumer will continue for a further period of fifty years after expiry of the initial guarantee period of five years subject to the condition that the Consumer shall not be under an obligation to take power after the said period of 5 years.

3. The power will be delivered at a central point or points at Kollegal at 13.2 KV., 25 cycles, 3 phase by running a single 13.2 KV. transmission line along with a telephone line along the New Bridge to Kollegal at the expense of the Supplier, who will at his expense lay, fit up, maintain, supervise and keep in repair, suitable and proper cables and other apparatus for such delivery and metering equipments at the points of supply for measuring the energy supplied.

4. As the high tension metering equipments are not readily available the Supplier will instal low tension metering equipments at the various consuming centres and the energy consumed shall be determined, by the sum of the energy recorded by the low tension meters installed plus energy corresponding to 2½ per cent of the transxformer capacity and this shall be accepted by the consumer as energy consumed for purposes

of billing until the high tension metering equipments are installed by the Supplier.

5. The Consumer may at his own expense instal check meters at the metering points of the Supplier.

6. The meters belonging to the Supplier will be kept properly sealed by the Supplier and the meters belonging to the consumer will be kept properly sealed by the Consumer. The meters shall h not be interfered with by either party except in the presence of the other party or his duly authorised representative in that behalf.

7. The readings of the said meters installed by the Supplier shall be taken by the accredited representative of the Supplier as near Soon as practicable on the last day of each calendar month and the readings so taken with the addition specified in Clause 4 in case L.T. metering is adopted, shall be binding and conclusive between the Supplier and the Consumer, as to the amount of elecrtical energy supplied to the Consumer. The Consumer's representative may arrange to be present at the time of the reading. In the event of any meter being found defective and a check meter not having been installed, the power consumed for the period during which the meter was defective shall be determined by taking the daily average consumption for the previous period of supply not exceeding three months.

8. Once in every year the meters shall be calibrated and standardised if considered necessary by the Supplier, in the presence of a representative of the Consumer.

9. Either party to this agreement may at any time and after notice to the other party, have a special test carried out of any or all the meters belonging to Supplier above mentioned at a place to be fixed by mutual agreement. The meter or meters sb tested shall be deemed to be correct if as a result of such test the meter or meters are found to vary within the limits prescribed by the Indian Electricity Rules, 1937, or any statutory modification thereof for the time being in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules or any statutory modification thereof for the time being in force, the Supplier will deduct from or add to the account of the preceding period of three months an amount equivalent to the error. The expenses of such test shall be borne by the Supplier in the event of the ~~amount~~ account requiring any adjustment as hereinbefore mentioned. If no adjustment of the account is necessary as a consequence of such special test the party at whose instance the test was conducted shall bar the cost of such test.

10. The Consumer shall permit th Supplier to occupy free of charge a

a space 50 feet by 50 feet at the point of supply for installing the terminal structure and a small room for locating the telephone tools and other equipment necessary for the efficient maintenance of the transmission line.

The terminal structure, room and other equipment referred to above shall on the expiry of this agreement be dismantled and removed by the Supplier at his own expense, retaining such portions of the structure as will be required for the transmission line to territories beyond Kollegal on payment of such rent as may be fixed by the Consumer for the use of the land.

11. The power supplied under this agreement shall be paid for by the Consumer by monthly payments at the rate of one anna per unit (B.O.T.U.) delivered at the points of supply and as registered by the Supplier's recording meter or meters installed for the purpose at such points, subject to a monthly minimum of 1/12 of 10 percent on the capital cost incurred in arranging the power supply xor 100 units per H.P. per month at the rate of one anna per unit for the Horse Power connected and utilised, from time to time whichever is higher, plus a meter hire of Rs.2/- per month per meter.

12. The Supplier will send to the Consumer a statement of account of the electrical consumption during each calendar month and the Consumer shall pay the amount within 21 days of the receipt of such statement.

13. In case the Consumer fails to pay any charge due for the power supply within 21 days after statement of account is sent, the supplier shall have the option to cut off the supply without prejudice to the recovery of all dues from the Consumer, including the cost of power supplied up to the date the supply of power is cut off with interest at 7% per annum from the date the payment became due to the date of payment and the Consumer shall be liable to pay the monthly minimum prescribed in Clause 11 of this agreement during the whole period of such stoppage.

14. The Supplier will take all reasonable precautions to ensure a supply of power to the Consumer and the due continuity of such supply with as little variation of voltage and frequency as is reasonably practicable, but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of cutting off of or damage to, any wires, or works of the supplier due to war, mutiny, riot, or strike or by reason of earthquake, hurricant or tempest or of any accident or causes not within the control of the

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the supplier, provided always that the Supplier shall give notice as early as possible of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every practicable means to make the period of interruption as short as possible.

If at any time the Consumer is prevented from receiving and using the electrical energy to ~~the~~ be supplied under this agreement either in whole or in part owing to any strikes, riots, insurrections, lawful command of a Civil ~~and~~ or Military authority, fire, explosion, act of God or any other cause reasonably beyond control the minimum guarantee under this agreement shall be reduced in proportion to the ability of the consumer to take supply but not below the minimum of 1/12 of 10 per cent of the capital cost incurred in arranging the supply.

15. The Supplier reserves the right to discontinue supply of power for the purpose of testing for a period not exceeding one hour once every month and also at any other time if it should appear necessary to the supplier to test any portion of the plant in order to secure subsequent continuity of supply or for the purpose of connecting new machinery. These monthly stoppages may at the option of the Supplier, be extended on due notice to six hours once every six months~~sx~~. No reduction of the monthly minimum charges ~~xh~~ shall be claimed by the Consumer on this account.

16. The Consumer confers on the Supplier the right of laying and maintaining the transmission line referred to above through the territory of the Consumer and also the right of extending the transmission line beyond the point of supply in the said territory to places within the Mysore State beyond the territory ~~xxxpxxxxxxwithinxxhexMysxxxx~~ of the Consumer for a period of 55 years from the date on which this agreement comes into force.

17. The Consumer agrees to reimburse the Supplier the amount of any income-tax that may have to be paid by the Supplier in respect of the earnings made by the Supplier under this agreement.

18. The Consumer shall exempt from the operation of the Madras Motor Vehicles Taxation Act, 1931, all vehicles belonging to the Supplier and of the Supplier's employees when used for the purpose of construction and maintenance of the transmission line and equipment, in the territory of the Consumer.

19. The Consumer shall give to the Supplier all necessary facilities for clearing jungle lands for the required width for the satisfactory running and maintenance of the transmission line through the

Letter from the Secretary to the Government of Madras, Public Works Department, No.1758-E/43-15, dated the 21st September, 1944.

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Sub: Electricity - Supply to Silk Filatures, Kollegal.

Ref: Your No.D.F.54-43/Pol., dated the 16-6-1944.

Orders exempting the Mysore Government from the provisions of certain Indian Electricity Rules, etc. will be issued by this Government after the agreement for the supply of energy to the Silk Filatures at Kollegal, forwarded with my letter No.1352-E/43-49, dated 18th September 1944 is completed.

Tcm.

Copy of letter from the Secretary to the Government of Madras, Public Works Department, No.1352-E/43-49, dated the 18th September 1944.

Subject:- Electricity - Supply to Silk Filatures - Kollegal - Draft agreement.

Ref:- Your Nos.D.F.54-43/Pol., dated 10th June, 1944 and 26th June 1944.

I am directed to state that the revised draft agreement sent by the Government of Mysore has been considered and further revised by this Government. A copy of the draft as further revised is enclosed. The alterations made by this Government are explained be below:-

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Clause 4: The expression "metering equipment is" occurring in lines 1 of the Mysore draft has been altered to "metering equipments are", so as to be consistent with the language in line 2 of the Mysore draft which refers to "low tension metering equipments".

Clause 6. A new clause is suggested, as it is essential that the meters, the readings of which are used for billing purposes, - should not be opened except in the presence of both the parties and as the clause in the draft of the Mysore Government does not provide for this.

Clause 9. In line 9 of the draft of the Mysore Government, the words "or any statutory modification thereof for the time being in force" have been inserted after the words "Indian Electricity Rules", in accordance with the language of lines 6 and 7 of their draft.

In line 13 of the Mysore draft, the word "account" has been used instead of the word "amount" used by them.

Clause 10. In the first paragraph, the expression "Etc." is vague. Therefore the expression "tools etc. for efficient maintenance" has been altered to "tools and other equipment necessary for the efficient maintenance".

The words "retaining such portions of the structure as will be required for the transmission line to territories beyond Kollegal" have been added by the Mysore Government at the end of the second sub para. If the Mysore Government want to use any portion of the land after the expiry of the agreement for the retention of the - structure referred to in the addition made by them, it is only reasonable that they pay rent for the use of the land. The words "on payment of such rent as may be fixed by the consumer for the use of the land" have therefore been added at the end of Sub-para 2, and sub para 3 of the Mysore Government draft has been deleted.

Clause 11. Instead of a total meter hire of Rs.2/- per month provided for in the revised draft agreement forwarded with the Government's letter 1352-E/III/43-39, dated 22nd January 1944, a meter hire of Rs.2/- per month per meter has been provided for in the Mysore Government draft. For want of H.T. metering equipment, only L.T. meters have been installed. The meter hire of Rs.2/- per month per meter should refer only to H.T. meter. The standard rent for L.T. meter should be much less. In the circumstances, the Mysore Government may be requested to specify in this clause their standard monthly rent for L.T. meter also, so that this may apply till the H.T. metering equipment is installed.

Clause 13. The words "per annum" have been added between the expressions "at 7%" and "from the date" to make it clear that the rate of interest is per annum.

P.T.O.

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Clause 16. The Mysore Government have added the following at the end of the clause, viz., "Any application that may be made by the supplier for extension of this right for a further period of 50 years after expiry of the 55 years should not be refused except in extraordinary circumstances". This sentence was omitted in clause 16 of the draft sent with this Government's letter No.1352-E/III/43-39, - dated the 22nd January 1944, though the Mysore Government had included it in clause 12 of the draft agreement received with your letter No. D.F.54-43/Pol., dated 28th July 1943. The inclusion of this sentence appears to aim at more or less perpetual right. The Director of - Industries and Commerce, Madras, reported in his D.O. dated 21st May, 1943 that as regards the right of running and maintaining the transmission lines through the Madras territory perpetually by the Mysore Government he discussed the matter with Mr. J.M. Imam, the Minister in charge of electricity, Mysore Government. The Minister first suggested a term of 99 years but after some discussion he was good enough to agree to halve the period and to be satisfied with a period of - - 50 years. The Mysore Government also stated that they were agreeable to a period of 50 years being fixed in the first instance, after the initial period of 5 years, - please see their letter No.EDS.5020, dated 1st June 1943, copy sent with your No.D.F.54-43/Pol., dated 10th June, 1943. In reply, this Government's letter No.1352-E/III/43-24, dated 21st June 1943. In the circumstances, the sentence referred to has been deleted by this Government from clause 16.

Concluding porting. The words "the year and date aforesaid" have been deleted, as suggested by the Legal Remembrancer of this Government.

2. I am to request that the concurrence of the Mysore Government may please be obtained and communicated to me at an early date.

3. With reference to paragraph 2 of your letter No.D.F.54-43/Pol., dated 4th February 1944 regarding exemption of the Mysore Government from certain rules of the Indian Electricity Rules, 1937, etc., a communication will be sent separately.

Immediate

Memo No.EDS.1060 Dated, Bangalore, 11th October 1944.

Copy of the above along with a copy of the revised agreement drawn up by them, is forwarded with compliments, to the Chief Electrical Engineer, Bangalore, for remarks.

for 10/10/44

Secretary to Government,
Electrical Department.

JSK.

meters are found to vary within the limits prescribed by the Indian Electricity Rules, 1937, or any statutory modification thereof for the time being in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules or any statutory modification thereof for the time being in force, the Supplier will deduct from or add to the account of the preceding period of three months an amount equivalent to the error. The expenses of such test shall be borne by the Supplier in the event of the account requiring any adjustment as hereinbefore mentioned. If no adjustment of the account is necessary as a consequence of such special test the party at whose instance the test was conducted shall bear the cost of such test.

10. The Consumer shall permit the Supplier to occupy free of charge a space 50 feet by 50 feet at the point of supply for installing the terminal structure and a small room for locating the telephone tools and other equipment necessary for the efficient maintenance of the transmission line.

The terminal structure, room and other equipment referred to above shall on the expiry of this agreement be dismantled and removed by the Supplier at his own expense, retaining such portions of the structure as will be required for the transmission line to territories beyond Kollegal on payment of such rent as may be fixed by the Consumer for the use of the land.

11. The power supplied under this agreement shall be paid for by the Consumer by monthly payments at the rate of one anna per unit (B.O.T.U.) delivered at the points of supply and as registered by the Supplier's recording meter or meters installed for the purpose at such points, subject to a monthly minimum of 1/12 of 10 percent on the capital cost incurred in arranging the power supply or 100 units per H.P. per month at the rate of one anna per unit for the Horse Power connected and utilised, from time to time whichever is higher, plus a meter hire of Rs.2/- per month per meter.

12. The Supplier will send to the Consumer a statement of account of the electrical consumption during each calendar month and

and the Consumer shall pay the amount within 21 days of the receipt of such statement.

13. In case the Consumer fails to pay any charge due for power supply within 21 days after statement of account is sent, the supplier shall have the option to cut off the supply without prejudice to the recovery of all dues from the Consumer, including the cost of power supplied up to the date the supply of power is cut off with interest at 9% per annum from the date the payment so due to the date of payment and the Consumer shall be liable to pay up the monthly minimum prescribed in Clause 11 of this agreement during the whole period of such stoppage.

14. The Supplier will take all reasonable precautions to ensure a supply of power to the Consumer and the due continuity of such supply with as little variation of voltage and frequency as is reasonably practicable, but the Supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of cutting off of or damage to, any wires, or works of the supplier due to war, mutiny, riot, or strike or by reason of earthquake, hurricane or tempest or of any accident or causes not within the control of the supplier provided always that the Supplier shall give notice as early as possible of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every practicable means to make the period of interruption as short as possible.

If at any time the Consumer is prevented from receiving and using the electrical energy to be supplied under this agreement - either in whole or in part owing to any strikes, riots, insurrections, lawful command of a Civil or Military authority, fire, explosion, act of God or any other cause reasonably beyond control the minimum guarantee under this agreement shall be reduced in proportion to the ability of the consumer to take supply but not below the minimum of 1/12 of 10 per cent of the capital cost incurred in arranging the supply.

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15. The Supplier a reserves the right to discontinue supply of power for the purpose of testing for a period not exceeding one hour once every month and also at any other time it should appear necessary to the supplier to test any portion of the plant in order to secure subsequent continuity of supply or for the purpose of connecting new machinery. These monthly stoppages may at the option of the Supplier, be extended on due notice to six hours once every six months. No reduction of the monthly minimum charges shall be claimed by the Consumer on this account.

16. The Consumer confers on the Supplier the right of laying and maintaining the transmission line referred to above through the terriroty of the Consumer and also the right of extending the transmission line beyond the point of supply in the said territory to places within the Mysore State beyond the territory of the Consumer for a period of 55 years from the date on which this agreement comes into force.

17. The Consumer agrees to reimburse the Supplier the amount of any income-tax that may have to be paid by the Supplier in respect of the earnings made by the Supplier under this agreement.

18. The Consumer shall exempt from the operation of the Madras Motor Vehicles Taxation Act, 1931, all vehicles belonging to the Supplier and of the Supplier's employees when used for the purpose of construction and maintenance of the transmission line and equipment, in the territory of the Consumer.

19. The Consumer shall give to the Supplier all necessary facilities for clearing jungle lands for the required width for the satisfactory running and maintenance of the transmission line through the territory of the Consumer and the Consumer shall not charge the Supplier compensation or royalty in any shape or form on account of these works on Government lands within the Consumer's territory.

20. At the request of the Consumer this agreement may be extended beyond the 5 year period referred to in clause 2 for a further period to be mutually agreed upon by the Supplier and the Consumer.

96

21. The Supplier and the Consumer hereby agree that if at any time there should arise any disputes or difference between them touching the interpretation or operation or carrying out of this agreement such dispute shall be referred to the decision of three arbitrators, one to be appointed by each of the parties and a third by the two arbitrators, and the decision of the arbitrators or of a majority of them, as the case may be, shall be final and binding on the parties.

In witness whereof the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, for the time being, for and on behalf of the Government of His Highness the Maharaja of Mysore, and the Chief Engineer for Electricity to the Government of Madras, for and on behalf of and by the order and direction of His Excellency the Governor of Madras, have hereunto set their hands.

Signed by the abovenamed
in the presence of

Sd. x
Secretary to the Government of
His Highness the Maharaja of
Mysore, Electrical Department.

1.

2.

Signed by the abovenamed)
in the)
presence of)

1.

2.

Chief Engineer for Electricity
to the Government of Madras.

Letter from the Secretary to the Government of Madras, Public Works Department, No.1758-E/43-15, dated the 21st September 1944.

Subject:- Electricity - Supply to Silk Filatures, Kollegal.

Ref:- Your No.D.F. 54-43/Pol., dated the 16-6-1944.

Orders exempting the Mysore Government from the provisions of certain Indian Electricity Rules, etc., will be issued by this Government after the agreement for the supply of energy to the Silk Filatures at Kollegal, forwarded with my letter No.1352-E/43-49, dated 18th September 1944 is completed.

" Copy "

C. F. No. 45]

GOVERNMENT OF MYSORE

98

Telegram
phone

No. 8500 +77
Encls.

SECRETARY TO GOVERNMENT IMMEDIATE Dept. Elec. 17/10 ELECTL & HYD.

OFFICE OF
The Chief Electrical Engineer
to the Govt. of Mysore,
Bangalore,

Date 14th October 1944.

RECEIVED IN THE SECRETARIAT
BANGALORE.
No. 1053
Date 19.10.44

To

The Secretary to the Govt. of Mysore,
Electrical Department,
BANGALORE.

Sir,

M.V.D. for 17/10

Subject:- Electricity - Supply to Silk Filatures - Kollegal - Draft Agreement.

--- G)

With reference to your Memo No.EDS-1060 dated the 11th instant, forwarding a copy of the letter from the Secretary to Government of Madras, P.W.D., on the above subject, I have the honour to state as follows:-

Preamble - Sub Para 1. The modification suggested be accepted in view of the fact that the agreement was not completed during 1943.

Clause 4: The modification suggested be accepted.

Clause 6: The Government of Madras have altered this clause completely. As the meters installed by this department at the place for measuring the energy belong to this department, we cannot undertake to attend to them only in the presence of the representatives of the consumer, as suggested by them. The meters belonging to this department will be attended to by this department and the consumer has the option of being present at the time.

As the clauses 8 and 9 make necessary provision for check test of the meters, if either of the party to the agreement suspects any error in their recording, it is not necessary for the consumer's representative to be present while the meter belonging to this department is being tested or cleaned by this department in the interests of securing accurate recording of the meter. Therefore the Government of Madras may kindly be requested to accept the Clause 6 as drafted by us.

Clause 9: The modification suggested may be accepted.

Clause 10: The modification suggested in respect of tools, etc. be accepted. The latter portion of this clause, as drafted by us, provides for either removal of the structure and the room and other equipment after the expiry of the agreement, retaining only such portion as is required for the transmission line to territories beyond Kollegal, or for its retention paying the rent as may be fixed by the consumer. This is equitable. It is not understood as to why the

P.T.O.

Government of Madras have thought it necessary to alter this clause making it necessary for us to pay a hire for the land occupied by the structure required for the transmission line to territories beyond Kollegal. In as much as no rent is demanded for other structures of this transmission line that are now put up in the British territory, this particular structure also should be allowed to stand without payment of rent, as it is meant purely for the transmission line and is one of the several structures that form the transmission line to territories beyond Kollegal. Therefore the Government of Madras be requested to retain the Clause as drafted by us.

Clause 11: The Govt. of Madras have retained the clause as drafted by us, but have requested in the covering letter to specify the scheduled meter hire for low tension meter also. Their kind reference may be invited to our schedule of rates therein the meter hire, both for low tension and high tension ~~supply~~, for power supply above 50 H.P. is R2/- each. Therefore the provision as made by us in the draft forwarded to the Govt. of Madras is in accordance with the schedule of rates applicable throughout the State.

Clause 13: The modification suggested be accepted.

Clause 16: The Govt. of Madras have referred to the interview of the Director of Industries with the Minister for Public Works. The result of this interview is not known to me. Therefore the modification of this clause may kindly be examined by you. However I am of the opinion that the clause as drafted by us should stand, and the intention of the Govt. of Madras not to accept this clause as drafted by us indicates that they have no intention of allowing us to continue the transmission line in that territory beyond the 55th year. On the contrary the understanding was that ordinarily this shall remain a permanent line and only in extraordinary case, they should ask us to remove this line. However I leave this to be dealt with at your end.

Concluding portion: The Law Secretary may be consulted in this behalf.

Para 2. The concurrence may be communicated subject to the above conditions, if acceptable to Government.

Para 3. It is very necessary that the exemption sought for by us under the Electricity Rules should be received by us before the agreement is completed in

Supply of electricity to [illegible] factory at [illegible]

101

Continuation Sheet. D.No 1364 ✓ | File No. / Current No. | of | Page

Office of the Hon'ble the Resident in Mysore
~~GOVERNMENT OF INDIA~~. Bangalore.
~~Department~~.

No. DF.54-43/Pol.

Dated the 8th Novr. 19 44

Subject:— Supply of electricity to the silk filature factory at Kollegal.

The undersigned is directed to invite attention to the communication noted in the margin and to request ~~that the return of the file be expedited. enquire how the case stands.~~ the favour of an early reply.

The Government of Madras have reminded this Residency in the matter.

for SECRETARY TO THE RESIDENT

S. 10.

MFP—182 S&P—6772—(M-694)—4-8-44—1,000,000.

Submitted

The Agreement received from the Govt of Madras is under consideration. The remarks of the E.E.E. and the opinion of the Law Secretary have been received and the file has been submitted to the Minister for P.W. for orders. On their receipt the views of this Govt on the agreement will be communicated to the Resid^cy for intimating the Govt of Hyde Madras.

An ad interim reply may be sent to the Residency in the meanwhile, if approved.

9/11/44 — 9/11/44

Submitted with a draft letter to the Residency for approval

10/11/44

Issue

10/11/44 — 10/11/44.

Issued vide NO-EDS 142 dt 13/11/44

Subject:- Supply of electricity to the Sri Filature factory at Kollegal.

102

No. E.D.S-1628.
Dt/13-11-1944.

To

The Secretary to the Hon'ble the Resident in Mysore,
Bangalore

Sir,

I am directed to acknowledge the receipt of your letter No. D.F.54-43/44 dated the 8th November 1944 on the above subject and to state that the draft agreement received from the Govt of Madras in connection with the above is under the consideration of Govt and their views will be communicated in due course.

I have etc

KJ 10/11/44.
Secretary to Govt;
Electrical Dept.

10/11 LD
10/11/44

JJV

XXX

Office of the Hon'ble the
~~GOVERNMENT OF INDIA~~. Resident in Mysore
Bangalore.
Department.

No. DF.54-43/Pol.

Dated the 12th Dec. 1944.

Subject:— Supply of electricity to the Silk Filature Factory at Kollegal - Draft Agreement.

Your letter No. EDS.1436 dated the 13th Nov. 1944.

The undersigned is directed to invite attention to the communication noted in the margin and to ~~the favour of an early reply.~~ ~~request that the return of the file be expedited.~~ enquire how the case stands. and when a ~~final~~ final reply may be expected.

for SECRETARY TO THE RESIDENT.

S. 10.

MFP—759 S&P—6772—(M-1809)—16-3-44—500,000

ON HIS MAJESTY'S SERVICE.

The Secretary to the Government of
His Highness the Maharaja of Mysore,

Electrical Department,

Bangalore.

Immediate 105

Appendix F.G—1]

SUBJECT Power supply to the Silk Filature Factory at Kollegal - Arrangement

Section

File No.

Serial No.

No. E.D.S. 1764/07/14.12.44

Diary No. of letter replied to .....

To

The Secretary, Bangalore

General and Revenue Secretariat

( )

the *193* .

Sir,

I have the honour to invite reference to this office ~~D.O.~~ letter No. EDS. 1479 dated the 22nd November 1944 on the above subject and to request to be informed whether you have discussed the above question with the Minister for P.W. as desired by him. The Resident has reminded me the matter.

Date of issue .....

Signed by .....

I have etc.

List of enclosures .....

13/12

Secretary to Govt.

Copied by .....

Electrical Dept.

13/12/44

Examined by.....

13.12.44.

WD 01956—GPB—22,500—12-6-34

Appendix F. G.—1]

SUBJECT Supply of Electricity to the Silk Filature motor, at Kollegal - Draft agreement.

Section

File No.

Serial No.

Diary No. of letter replied to.....

No. EDS 19509 R.1.45-

General and Revenue Secretariat

( )

the 194 .

To.

The Secretary to the Hon'ble the Resident in Mysore, Bangalore

Date of issue.....

Sir,

Signed by.....

I am directed to acknowledge the receipt of your letter No. D.F. 54-43/Pol. dated the 12th December 1944 on the above subject, and to state that some of the alterations in the draft agreement proposed by the Govt. of Madras require elucidation. The Govt. of Mysore will kindly ~~And I shall be obliged if you kindly request~~ the Govt. of Madras to send a representative for a personal discussion of the points involved

List of enclosures.....

Copied by.....

Examined by.....

WD 0741—GPB—15,000—30 10-44

with the Minister for P.W.D. This Govt. feels that such a discussion might help both Govts. to come to a settlement without prolonged correspondence.

I have etc.

KW 6/1/45.
Secretary to Govt.
Electrical Dept.

5/1/45 ID 5/1/45.

5/1/45

No.D.F.54-43/Fol. 109

From The Secretary to the Hon'ble the Resident in Mysore.
To The Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department.

Bangalore, 12th Feby, 1945.

Supply of electricity to the Silk Filature Factory at Kollegal - Draft Agreement.

Sir,

I am directed to refer to your letter No.E.D.S.1950, dated the 8th January 1945, and to state that the Government of Madras propose to depute Sri Rao Bahadur G.Sundara , Chief Engineer (Electricity), Madras, to discuss the points involved with the Minister for Public Works and Industries in Mysore and suggest that a date convenient to the Minister in the first fortnight of March may be fixed. I am accordingly to request

110

respect, as well, to submit this statement of the case, that we may be heard on the proposed decree, or decline to do so.

I have the honor to be,

Sir,

Your most obedient servant,

[illegible]

For SOLICITOR GENERAL.

cc.

2

[illegible]

2077 ✓

12/9/45

S. S.
L. C. & Bone, Dal. —No. 725R (G-69)—11-7-40—60,000 Pads.

Immediate

111

ELECTRICAL SECRETARIAT,

No. E.D.S. 3018
Encls.

Bangalore, 24th February 1945

From

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Secretary to the Hon'ble
the Resident in Mysore, Bangalore.

Subject:- Supply of electricity to the Silk Filature Factory at Kollegal - Draft Agreement.

S i r,

I am directed to acknowledge the receipt of your letter No.D.F.54-43/Pol. dated the 12th February 1945 on the above subject and to state that 10th March 1945, 3-30 P.M. would be convenient to discuss the above question with the Chief Engineer (Electricity), Madras.

I have the honour to be,
S i r,
Your most obedient servant,

o/c

Secretary to Government,
Electrical Department.

A.N.

No 2200

URGENT.

No.D.F.54-43/ro..

From The Secretary to the Hon'ble the Resident in Mysore.
To The Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department.

Bangalore, 6th March 1945.

Supply of electricity to the Silk Filature Factory at Kollegal - Draft Agreement.

Sir,

I am directed to refer to your letter No.EDS.3018, dated the 24th February 1945 and to state that the Government of Madras have written to say that the date and time suggested viz., 10th March, 3.30 p.m. would be convenient for their Chief Engineer (Electricity) to discuss the matter with the Minister for Public Works and Industries in Mysore.

I have the honour to be,
Sir,
Your most obedient servant,

for SECRETARY TO THE RESIDENT

Appendix F. G.—1]

SUBJECT Supply of Electricity to the Silk Filature Factory at Kollegal - Draft Agreement

Section

File No.

Serial No.

Diary No. of letter replied to.....

No. E.DS 3249 Dated 26th March 1945

General and Revenue Secretariat

( )

the 194 .

To.

The Chief Electrical Engineer,
Bangalore

Date of issue.....

Sir,

Signed by.....

I am directed to request you to kindly forward a draft of the decisions arrived at in the Chambers of the Minister for P.W.D., on the 10th March 1945 when the Chief Engineer for Electricity, Madras was present.

I have etc.

List of enclosures.....

Copied by.....

for Secretary to Govt.
Electrical Dept.

Examined by.....

WD 0744—GPB—15,000—30-10-44

C. F. 69] GOVERNMENT OF MYSORE.

116

OFFICE OF The Chief Electrical Engineer to the Govt. of Mysore, Bangalore,
Jog, Date 21-3-'45.

No 23062 / 23.

MEMO.

The Secretary to Government,
Electrical Department,
Bangalore.

Sir,

Subject: Supply of electricity to the silk filature Factory at Kollegal.

With reference to your letter No.EDS. 3249 dated 20th March '45, I have the honour to state that the results of the discussions have been confirmed in my letter addressed to the Minister for Public Works as desired by him at the time of discussions.

I have the honour to be
Sir,
Your most obedient servant

2332
26/3/45
Chief Electl. Engineer
to the Govt. of Mysore.

The main file has been submitted to the Minister for P.W.D. with the decisions arrived at. This reference will be

Signed by.....

List of enclosures.....

Copied by.....

Examined by.....

WD 0744-GPB—15,000—30-10-44

Urgent

...y to the silk filature
Kollegal.

Section
File No.
Serial No.

No. E.D.S. 101 dated 18th July 1945.

To

The Chief Electrical Engineer,
Bangalore.

With reference to your letter No. 23062 dated the 21st/23rd March 1945 on the above subject, I am directed ~~have the honour~~ to request that Mr. Sundaram, M.L.A. for Electricity, Madras may kindly be reminded to expedite the confirmation of the decisions arrived at the meeting referred to in your letter under reference.

~~was also present~~

Secretary to
Electrical Dept.

17/7 BN 17/7/45.

for Secretary to
Electrical Dept.

No. DF.54-43/Pol.

From The Secretary to the Hon'ble the Resident in Mysore.

To - The Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department.

Dated Bangalore, the 18th July 1945.

Subject - Supply of electricity to the Silk Filature Factory at Kollegal - Draft Agreement.

Sir,

I am directed to refer to the correspondence ending with my letter No. DF.54-43/Pol., dated the 6th March 1945 and to forward a copy of letter from the Government of Madras, No. 1352 E/43-63, dated the 9th July 1945.

2. I am to request that the views of the Government of Mysore may kindly be communicated to this Residency at an early date.

I have the honour to be,
Sir,
Your most obedient servant,

SECRETARY TO THE RESIDENT.

BJ

THE HON'BLE THE

NOTI

No. 158, dated Bangal

Under section 25 of the Negotiable I
force in the Civil and Military Station of
declare the days mentioned in the followin
in addition to the public holidays expres
section, namely, Sundays, New Year's Day
(Friday, the 11th April 1941) and Ch
1941) :—

Thursday	...	9th January
Tuesday	...	14th „
Friday	...	7th February
Monday	...	24th „
Friday	...	28th March
Thursday	...	10th April
Saturday	...	12th „
Monday	...	14th „
Thursday	...	12th June
Tuesday	...	1st July
Thursday	...	7th August
Tuesday	...	26th „
Saturday	...	20th Septembe
Monday	...	29th „
Thursday	...	23rd October
Friday	...	26th Decembe
Saturday	...	27th „
Monday	...	29th „
Wednesday	...	31st „

2. The Hon'ble the Resident further
declared to be public holidays under sta
Civil and Military Station of Bangalore un
of the Hon'ble the Resident's Treasury, whic

* Penultimate Saturday in each mont

Thursday	...	10th April
Tuesday	...	15th „
Saturday	...	24th May

Letter from the Secretary to the Government of Madras Works Department, Madras, No.1352 E/43-63, dated th th July 1945

Electricity - Supply to Silk Filatures - Kollegal - Draft Agreement.

Reference your letter No. DF.54/43-Pol. dated 2. th February 1945.

I am directed to state that, as stated in your letter cited above, the Chief Engineer (Electricity) Madras, met Mr. Imam, Minister for Public Works and Industries, Mysore and Mr.Hayat, Chief Electrical Engineer, on 10th March 1945 at Bangalore, and discussed with them the draft agreement for electric supply at Kollegal. He has made certain suggestions with reference to his discussion at Bangalore and these are dealt with below:-

Clause 6: The Chief Engineer (Electricity) has reported that the Mysore Government suggested that the words 'in the presence of' occurring in the second sentence might be replaced by "after due intimation to'. The Madras Government agree to the amendment.

Clause 10: The Chief Engineer (Electricity) has reported that the Mysore Government want that the words "retaining such portions of the structure ------ of the land" might be deleted. The Madras Government agree to this amendment.

Clause 11: (i) In this Government's letter No.1352-E/43-49 dated 18th September 1944 it was suggested that the Mysore Government might specify in this clause their standard monthly rent for L.T. meter also so that this might apply till the H.T.metering equipment was installed. The Chief Engineer (Electricity) has reported that the Mysore Government explained to him that meter hire for L.T. meters depended on the range and tariff and that for those used at Kollegal the standard rent was actually Rs.2/- per meter. Hence no amendment to this clause is necessary in this respect.

(ii) During the discussions on this clause, the Chief Engineer (Electricity) understood that the energy registered at the two points of supply was being totalled and a single bill issued for the total energy. He, therefore, suggested to the Chief Electrical Engineer, Mysore Government, that the words "and totalled" or "and summated" whichever were preferred, might be added after the words "installed for the purpose at such points" and before the words "subject to a monthly minimum etc.," occuring in this clause. The additions suggested above were intended to cover a totalled tariff if allowed by Mysore at a later date. The Chief Engineer (Electricity) reports that the Chief Electrical Engineer to the Mysore Government has confirmed that the procedure of summation of readings will continue even after H.T. meters are installed at the two points of supply and has suggested that the procedure may be formally confirmed by exchange of letters between the two Governments instead of being specifically provided for in the agreement. This Government, however, consider that it is desirable to make a specific provision in this clause (Clause 11) of the draft agreement for the totalling of the energy supplied at the points of supply and for the issue of a single bill for the total energy supplied. The opening portion of Clause 11, may also be amended as below:

"The total quantity of power delivered at the points of supply registered by the supplier's recording meter or meters installed for the purpose at such points shall be paid for by the consumer by cash payment at the rate of one anna per unit (B.O.T.U.) Rs.....", Chief Engineer (Electricity) Madras, and the Chief Electrical Engineer to the Government of Mysore have also discussed, through correspondence the question of separate points of supply for the Kollegal Panchayat Board. The present and eventual arrangement proposed by the Mysore Government Electricity Department has been explained by the Chief Engineer (Electricity) as follows:-

"In

12-3

Letter from the Secretary to the Government of Madras, Public Works Department, Madras, No.1352 E/43-63, dated the 4th July 1945. to the Secretary to the Hon'ble the Resident - Mysore, Bangalore

---

Electricity - Supply to Silk Filatures - Kollegal Draft Agreement.

Reference your letter No.DF.54/43-Pol. dated 28th February 1945.

I am directed to state that, as stated in your letter cited above, the Chief Engineer (Electricity), Madras, met Mr. Imam, Minister for Public Works and Industries, Mysore and Mr. Hayat, Chief Electrical Engineer, on 10th March 1945 at Bangalore and discussed with them the draft agreement for electric supply at Kollegal. He has made certain suggestions with reference to his discussion at Bangalore and these are dealt with below:-

Clause 6: The Chief Engineer (Electricity) has reported that the Mysore Government suggested that the words 'in the presence of' occurring in the second sentence might be replaced by "after due intimation to." The Madras Government agree to the amendment.

Clause 10: The Chief Engineer (Electricity) has reported that the Mysore Government want that the words "retaining such portions of the structure----------of the land" might be deleted. The Madras Government agree to this amendment.

Clause 11:(i) In this Government's letter No.1352-E/43-49 dated 18th September 1944 it was suggested that the Mysore Government might specify in this clause their standard monthly rent for L.T. meter also so that this might apply till the H.T. metering equipment was installed. The Chief Engineer (Electricity) has reported that the Mysore Government explained to him that meter hire for L.T. meters depended on the range and tariff and that for those used at Kollegal the standard rent was actually Rs 2/- per meter. Hence no amendment to this clause is necessary in this respect.

(ii) During the discussions on this clause, the Chief Engineer (Electricity) understood that the energy registered at the two points of supply was being totalled and a single bill issued for the total energy. He, therefore, suggested to the Chief Electrical Engineer, Mysore Government, that the words "and totalled" or "and summated" whichever were preferred, might be added after the words "installed for the purpose at such points" and before the words "subject to a monthly minimum etc.," occurring in this clause. The additions suggested above were intended to cover the case of graded tariff if allowed by Mysore at a latter date. The Chief Engineer (Electricity) reports that the Chief Electrical Engineer to the Government of Mysore Government has confirmed that the procedure of summation of readings will continue even after H.T. meters are installed at the two points of supply and has suggested that the procedure may be formally confirmed by exchange of letters between the two Governments instead of being specifically provided for in the agreement. This Government, however, consider that it is desirable to make a specific provision in this clause (Clause 11) of the draft agreement for the totalling up of the energy supplied at the points of supply and for the issue of a single bill for the total energy supplied. The opening portion of Clause 11, may also be amended as below:

"The total quantity of power delivered at the points of supply as registered by the Supplier's recording meter or meters installed for the purpose at such points shall be paid for by the consumer by monthly payment at the rate of one anna per unit (B.O.T.U) etc.....". The Chief Engineer (Electricity) Madras, and the Chief Electrical Engineer to the Government of Mysore have also discussed, through correspondence the question of separate points of supply for Kollegal Panchayat Board. The present and eventual arrangement by the Madras Government Electricity Department has been explai

by the Chief Engineer (Electricity) as follows:-

"The arrangement which the Madras Electricity Department propose to adopt pending the installation of H.T. metering equipment at the two Silk Filatures is to construct at the cost of the Madras Electricity Department a H.T. line of about a mile from tapping point at the Government Silk Filatures, Kollegal to the Panchayat Power House. The Panchayat supply will be metered on the L.T. side of the transformer at the Panchayat Power House. The readings of the three L.T. meters, at the two Silk Filatures and the Panchayat Power House, will be summated and billed for by the Mysore Government. In addition, to be mutually agreed upon by both the Governments may be made towards losses in the transformer and the H.T. line to be constructed by the Madras Electricity Department. As soon as the H.T. metering equipment is installed at the two Silk Filatures, the L.T. metering arrangement will be discontinued and the H.T. metering cubicle at the Government Silk Filatures will itself record the supply to the Panchayat Board also. The billing will then be based on the total of the readings of the H.T. metering equipment at the two Silk Filatures". The Chief Electrical Engineer to the Mysore Government has agreed to the above arrangement.

(iii) During the discussions the Chief Engineer (Electricity) raised the question of tariff at one anna per unit specified in this clause and pointed out how it was surcharge on the Mysore Government and higher than their own standard rate for L.T. power for industrial power in their area, to the Madras Government charged the supplies to their neighbouring Governments like the French India and Cochin, the same standard rates applicable to Mysore Government area. After discussion by the Mysore Government of the same policy, especially as there was a likelihood of the Mysore Government requiring Mysore Power for other places like Kolar Gold Fields, South Kanara etc. Mr. Arun is stated to have informed the Chief Engineer (Electricity), Madras, that he would consider a lower rate for other places but he was unwilling to revise the rate for Kollegal now, but that he would reconsider it after seeing, for some time, how the supply worked. The Madras Government would argue that the rate of one anna is too high and that it should be lowered at the earliest opportunity.

Clause 16: The Chief Engineer (Electricity) has reported that the Mysore Government suggested the insertion of the words "in the first instance" after the words "for a period of 55 years". As this addition may give room for arguments later on, the Madras Government consider that the clause may be left as it is, without the addition proposed above. In these circumstances, no addition to the clause seems necessary.

2. I am directed to request that the concurrence of the Mysore Government to the proposals, contained in para 1 above, may be obtained and communicated at an early date.

No.EDS. 147 Dated Bangalore, 23rd July 1945

Copy of the above, is forwarded, with compliments, to the Chief Electrical Engineer for his views and for fowarding a draft agreement based on the decisions now arrived at and agreed to by the Government of Madras.

for Secretary to Government,
Electrical Department.

A.N.

C. F. No. 45]

GOVERNMENT OF MYSORE

Telegram / phone

No. 2285

Encls.

OFFICE OF

The Chief Electrical Engineer
to the Government of Mysore,
B a n g a l o r e,

Date, 25th July 1945.

To

The Secretary to Government,
Electrical Department,
B a n g a l o r e.

Sir,

Electricity - Supply to Silk Filatures,
Kollegal - Draft Agreement.

With reference to your Memo. No. EDS. 147 dated 23rd July '45, forwarding a copy of the letter from the Secretary to the Government of Madras, Public Works Department, on the above subject, I have the honour to state as follows:-

Clause 6: The suggestion made has been accepted by the Government of Madras. Therefore the Clause should read as follows:

"The meters belonging to the Supplier will be kept properly sealed by the Supplier and the meters belonging to the Consumer will be kept properly sealed by the Consumer. The meters shall not be interfered with by either party except after due intimation to the other party".

Clause 10 as agreed to during discussion should be modified as follows:

" The Consumer shall permit the Supplier to occupy free of charge a space 50' x 50' at the point of supply for installing the terminal structure and a small room for locating the telephone, tools and other equipment necessary for the efficient maintenance of the transmission line.

The terminal structure room and other equipment referred to above shall on the expiry of this agreement be dismantled and removed by the Supplier at his own expense".

Clause 11: After considerable discussion, the Chief Engineer for Electricity agreed with the Minister for Public Works and myself on behalf of the Government of Mysore, to the Clause 11 being modified as follows:

" Power supply under this agreement shall be paid for by the Consumer by monthly payments at the rate of Re.0-1-0 per Unit B.O.T.U. at the point of supply and as registered by the Supplier's recording meters installed for the purpose at two points of supply subject to a monthly minimum of 1/12 of 10 per cent on the Capital cost incurred in arranging power supply or 100 Units per H.P. per month at the rate of Re.0-1-0 per unit for the horse power connected and utilised from time to time whichever is higher plus a meter hire of Rs.2/- per month per meter."

With regard to the internal arrangement of installation of low tension meters, we have agreed to bill them on the consumption recorded by the three low tension meters plus transformer losses in a single bill. As soon as the high tension meters at the two points of supply are installed, a consolidated bill for the energy supplied, as recorded by the two meters will be sent to the authorities of the Madras Government for arranging payment.

Clause 16: In spite of having urged the Chief Engineer for Electricity during the discussions to insert the words ' in the first instance ' after the words 'for a period of 55 years', the Government of Madras dom not seem to agree to this suggestion, but in view of the fact that power supply has been arranged on the understanding that they would accept such reasonable conditions as may be imposed by the Government of Mysore, the insertion of these words in Clause 16 may be insisted upon as it is but reasonable to expect continuation of power supply for places beyond Mysore State once the transmission line has been run, unless there is sufficient cause to show that the existence of this line interferes with the work of the Government of Madras in this area. Therefore, the words ' in the first instance' after the words ' for a period of 55 years' must be retained and there is no reason why the Madras Government should not accept such a reasonableproposition.

I have the honour to be,
S i r,
Your most obedient servant,

MH-SK.

Chief Electrical Engineer
to the Government of Mysore.

ELECTRICAL SECRETARIAT.

(continuation sheet draft form)

Immediate

128

Page No.

Subject :- Electricity - Supply to Silk Filatures, Kolegal, - Draft Agreement.

No. E.D.S.249 dated the 2nd August, 1945.

To

The Chief Electrical Engineer,
Bangalore.

Sir,

With reference to correspondence ending with your letter No. 2285 dated the 25/26th June 1945 on the above subject, I have the honour to request that a draft agreement based on the conclusions arrived at the Meeting held in the chambers of the Minister for P.W.D., and as now confirmed by the Govt. of Mysore, may kindly be forwarded very early for the approval of Govt. and transmission to the Govt

WD 05561—GPB—20 pads of 100 sheets each 16-2-42

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Madras for acceptance.

I have etc

for Secretary to Govt.
Electrical Dept

Urgent

No. B.D.S. 288 dated 9th Aug, 1945

ELECTRICAL SECRETARIAT.

(continuation sheet draft form)

Page No.

Subject:- Supply of electricity to the Silk filature factory at Kollegal.

To

The Chief Electrical Engineer,
Bangalore

Sir,

With reference to your letter No. 3131 dated the 3rd/4th August 1945 on the above subject, I have the honour to state that the Govt. of Madras will be addressed on receipt of a draft agreement from you. I am therefore to request that a draft agreement based on the decisions arrived at the Chambers of the Minister for P.W. and as now agreed to by the Govt. of Madras may kindly be forwarded very early. The

WD 05561—GPB—20 pads of 100 sheets each 16-2-42

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"in the first instance" may also be included in clause 16 of the agreement and the reasons for the retention of the above words may also be ~~direct~~ explained in your letter.

I have etc.

Kw[illegible]
Secretary to Govt.
Electrical Engt.

RB 8/8
ID 8/8/45
8/8/45

SUPPLY OF ELECTRICITY TO THE SILK FILATURES AT KOLLEGAL.

AGREEMENT made this .....day of .....1944 between the Government of His Highness the Maharaja of Mysore represented by the Secretary to the said Government, Electrical Department, for the time being, Mr.....hereinafter called the 'supplier' of the one part, and His Excellency the Governor of Madras in the exercise of the Executive authority of the Province of Madras hereinafter referred to as the 'Consumer' of the other part.

WHEREAS the Supplier has agreed to supply, and the Consumer has agreed to take electric power at Kollegal for the period and upon the terms and conditions hereinafter set forth; NOW THESE PRESENTS witness that the parties have agreed in manner following, that is to say:-

1. The supplier agrees to supply to the Consumer in the first instance 84 H.P. and eventually up to 200 H.P. when the extension to the new factory proposed to be constructed by the consumer and changeover of the Kollegal Panchayat Board materialise.

2. This agreement shall be in force for a period of five years from the date the Supplier notifies the Consumer that power supply is made available at the point of supply, but the right of running and maintaining the transmission lines by the Supplier through the territory of the Consumer will continue for a further period of fifty years after expiry of the initial guarantee period of five years subject to the condition that the Consumer shall not be under an obligation to take power after the said period of 5 years.

3. The power will be delivered at a Central point or points at Kollegal at 13.2 KV., 25 cycles, 3 phase by running a single 13.2 KV. transmission line along with a telephone line along the New Bridge to Kollegal at the expense of the Supplier, who will at his expense lay, fit up, maintain, supervise and keep in repair,

contd.

standardised if considered necessary by the Supplier, in the presence of a representative of the Consumer.

9. Either party to this agreement may at any time and after notice to the other party, have a special test carried out of any or all the meters belonging to Supplier above mentioned at a place to be fixed by mutual agreement. The meter or meters so tested shall be deemed to be correct if as a result of such test the meter or meters are found to vary within the limits prescribed by the Indian Electricity Rules, 1937, or any statutory modification thereof for the time being in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules or any statutory modification thereof for the time being in force, the Supplier will deduct from or add to the account of the preceding period of three months an amount equivalent to the error. The expenses of such test shall be borne by the Supplier in the event of the account requiring any adjustment as hereinbefore mentioned. If no adjustment of the account is necessary as a consequence of such special test the party at whose instance the test was conducted shall bear the cost of such test:-

10. The consumer shall permit the Supplier to occupy free of charge a space 50' x 50' at the point of supply for installing the terminal structure and a small room for locating the telephone, tools and other equipment necessary for the efficient maintenance of the transmission line.

The terminal structure room and other equipment referred to above shall on the expiry of this agreement be dismantled and removed by the Supplier at his own expense.

11. Power supply under this agreement shall be paid for by the Consumer by monthly payments at the rate of Rs.c-1-0 per Unit B.O.T.U. at the point of supply and as registered by the Supplier's recording meters installed for the purpose at two points of supply subject to a monthly minimum of 1/12 of 10 per

ment either in whole or in part owing to any strikes, riots, insurrections, lawful command of a Civil or Military authority, fire, explosion, act of God or any other cause reasonably beyond control the minimum guarantee under this agreement shall be reduced in proportion to the ability of the consumer to take supply but not below the minimum of 1/12 of 10 per cent of the capital cost incurred in arranging the supply.

15. The Supplier reserves the right to discontinue supply of power for the purpose of testing for a period not exceeding one hour once every month and also at any other time if it should appear necessary to the supplier to test any portion of the plant in order to secure subsequent continuity of supply or for the purpose of connecting new machinery. These monthly stoppages may at the option of the Supplier, be extended on due notice to six hours once every six months. No reduction of the monthly minimum charges shall be claimed by the Consumer on this account.

16. The Consumer confers on the Supplier the right of laying and maintaining the transmission line referred to above through the territory of the consumer and also the right of extending the transmission line beyond the point of supply in the said territory to places within the Mysore State beyond the territory of the consumer for a period of 55 years in the first instance from the date on which this agreement comes into force.

17. The Consumer agrees to reimburse the Supplier the amount of any income-tax that may have to be paid by the Supplier in respect of the earnings made by the Supplier under this agreement.

18. The Consumer shall exempt from the operation of the Madras Motor Vehicles Taxation Act, 1931, all vehicles belonging to the Supplier and of the Supplier's employees when used for the purpose of construction and maintenance of the transmission line and equipment, in the territory of the Consumer.

19. The Consumer shall give to the Supplier all necessary

facilities for clearing jungle lands for the required width for the satisfactory running and maintenance of the transmission line through the territory of the Consumer and the Consumer shall not charge the Supplier compensation or royalty in any shape or form on account of these works on Government lands within the Consumer's territory.

20. At the request of the Consumer this agreement may be extended beyond the 5 year period referred to in clause 2 for a further period to be mutually agreed upon by the Supplier and the Consumer.

21. The Supplier and the Consumer hereby agree that if at any time there should arise any disputes or difference between them touching the interpretation or operation or carrying out of this agreement, such dispute shall be referred to the decision of three arbitrators, one to be appointed by each of the parties and a third by the two arbitrators, and the decision of the arbitrators or of a majority of them, as the case may be, shall be final and binding on the parties.

22. In witness whereof the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, for the time being, for and on behalf of the Government of His Highness the Maharaja of Mysore, and Chief Engineer for Electricity to the Government of Madras, for and on behalf of and by the order and direction of His Excellency the Governor of Madras, have hereunto set their hands.

Signed by the abovenamed
in the presence of

Secretary to the Government of
His Highness the Maharaja of
Mysore, Electrical Department.

1.

2.

Signed by the abovenamed
in the presence of

1.

2.

Chief Engineer for Electricity
to the Government of Madras.

Appendix F. G.—1]

SUBJECT Supply of Electricity to the Silk Factory at Kollegal - D ft Agreement

Section

File No.

Serial No.

Diary No. of letter replied to

No. E.D.S. 513 dated dated 5th Septr, 1945

General and Revenue Secretriat

( )

the 194

To

The Secretary to the Hon'ble the Resident in Mysore, Bangalore

Date of issue

Sir,

I am directed to acknowledge the receipt of your letter No. D.F. 56-43/Kol. dated the 27th August 1945 on the above subject, and to state in reply that the matter is still under consideration and a final reply will be sent early.

I have etc

Signed by

List of enclosures

Copied by

Secretary to Govt
Electrical Dept.

Examined by

31/8/45

31/8

WD 0744—GPB—15,000—30-10-44

Immediate

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Appendix F. G.—1]

SUBJECT..... Supply of electricity to the Silk Feature Factory at Kolleal.

Section

File No.

Serial No.

Diary No. of letter replied to.....

No. E.D.S. 432 dated 31st August, 1945.

General and Revenue Secretriat

( )

the 194 .

To

The Chief Electrical Engineer, Bangalore

Date of issue.....

Sir,

Signed by.....

With reference to correspondence ending with your letter No. 4043 dated the 13/14th August 1945 on the above subject, I am directed to request you to kindly meet the Minister in his chambers at 12 O. for P.W., as he desires to discuss the above question with you.

I have etc.

List of enclosures.....

31/8

Secretary to Govt.

Copied by.....

Electrical Dept 31/8

31/8/45

Examined by.....

31/8/45

WD 0744-GPB—15,000—80-10-44

Appendix F. G.—1]

SUBJECT Supply of electricity to the Silk Filature Factory at Kollegal - Draft Agreement.

Section

File No.

Serial No.

Diary No. of letter replied to

No. S.D.S. 654 dated 24th Septr, 1948

Encl: Draft Agreement

General and Revenue Secretriat

To

( )

the 194

The Secretary to the Hon'ble the Resident in Mysore, Bangalore

Date of issue

Sir,

Signed by

I am directed to refer to your letter No. D.F. 54-13/Fol. dated the 18th July 1945 on the above subject and to forward herewith a revised agreement based on the decisions arrived at in the chambers of the Minister for P.W. and as now agreed to by the Govt. of Madras.

List of enclosures

Copied by

2. The word "in the first instance" after the words "for a period of 55 years" in clause

Examined by

WD 0744—GPB—15,000—30-10-44

16 of the agreement have been retained. I am to state in this connection that power supply to the Silk Filature Factory at Kollegal was arranged on the definite understanding that the Govt. of Madras would accept such reasonable conditions as may be stipulated by this Govt. The insertion of the above words is very necessary in the interests of this Govt. as it is but reasonable to expect continuation of power supply for places beyond the Mysore State once the transmission line has been run. I am to express the hope that, in view of the above, the Govt. of Madras will find no difficulty in accepting the addition of the above words.

3. I am to request that the revised agreement may kindly be transmitted to the Govt. of Madras for acceptance. On hearing from you further, the C.E.C. will be requested to get the agreement signed.

I have etc.

17/9/45

Secretary to Govt.
Electrical Dept.

17/9

17.9.

No. E.D.S. 655

Copy forwarded to the C.E.C. for information with reference to his letter No. 4043 dt. 13th August 1945.

17/9

For Secretary to Govt.,
Electrical Dept.

17.9 17/9/45

No.DF.54-43/Pol.

From The Secretary to the Hon'ble the Reside t in Mysore

To The Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department.

Bangalore, dated 1/" December 45

Supply of electricity to the Silk Filature Factory at Kollegal - Draft agreemer .

Sir,

I am directed to refer to the correspondence ending with your letter No.E.D.S.654, dated the 24th September 1945, and to forward a copy of letter from th Government of Madras, No.1352.E/43-69, dated the 26th Nc ember 1945.

2. If the Government of Mysore agree to t suggestions of the Government of Madras, I am to request hat four copies of the final draft of the agreement m kindly be sent to this Residency.

I have the honour to be,
Sir,
Your most obedient servant,

for SECRETARY TO THE . SIDENT.

Letter No.1352.E/43-69, dated the 26th November 1945 from the Secretary to the Government of Madras, P.W.D., Madras.

146

Electricity - Supply to silk filatures, Kollegal - draft agreement.
Ref.- Your letter No.DF.54-43/Pol dated 28-9-45.

With reference to your draft agreement forwarded with your letter cited above, I am directed to state as follows:-

Preamble:- The figure '1944' may be altered into '1945'.

Clauses 6 & 10. The clauses in the revised draft agreement embody the amendments already agreed to in the Madras Government's letter No.1352.E/45-63 dated 9-7-1945 and hence call for no special remarks.

Clause II. This clause in the revised draft agreement does not embody the amendment suggested in sub-para (ii) under Clause 11 in the Madras Government's letter No.1352.E/43-63, dated 9-7-1945. However the Madras Government accepts the draft and presume that the Mysore Government accept the metering arrangements agreed to by the Chief Electrical Engineer, Mysore and detailed in sub-para (ii) of the remarks under clause 11 in the Madras Government's letter referred to above.

As regards the rates, the Madras Government have already urged for a reduction - vide sub-para (iii) under clause 11 in the letter dated 9-7-1945 referred to above. Subsequently the Chief Engineer (Electricity) Madras who had been to Bangalore for discussion with the Mysore Government representatives on the question of supply of power to the Ceded Districts from the Jog Falls discussed the question of revision of rate for supply of power to the Kollegal Silk Filatures with the Minister for Electricity and the Chief Electrical Engineer, Mysore Government and explained to them how the existinf rate of 1 anna per unit subject to a monthly minimum of 1/12 of 10% on the capital cost incurred by Mysore in arranging power supply or 100 units per H.P. per month at the rate of 1 anna per unit for the H.P. connected and utilised whichever is higher is burdensome on development and that it has to be lowered as early as possible. The Minister asked the Chief Engineer (Electricity) Madras to raise the question officially. It is proposed to utilise the Mysore power got under the agreement for supplying the Kollegal Panchayat area, closing down the existing oil engine station and there is also the idea of extending supply for agricultural pumping and industries in the neighbourhood. Kollegal Panchayat is now on 50 cycle supply and a chageover to 25 cycle supply from Mysore would involve heavy capital cost in conversion of the Panchayat as well as the comsumers's installation. The planned development in the area will be impracticable, if power has to be paid for at 1 anna per unit. A rate of 1 anna per unit is inherently a high rate for 13.2 K.V. power and it is such higher than the industrial rate for the L.T. power given by the Mysore Government in their own territory and it is also higher than the 11 K.V. bulk rate which the Madras Government charge the licensees and industries in their area. For similar bulk supplies to the Cochin Government and to the French India Government given by Madras at 11 K.V. and 22 K.V. respectively the Madras H.T. tariff applicable to local licensees is applied straightaway and no distinction whatever is made between these foreign users and those in the Madras Provinc.. The Madras Government request that similar treatment may be accorded to them by the Mysore Government.

The Mysore Government have agreed to give bulk supply to the Ceded Districts on the two part tariff almost identical with the Madras H.T. Tariff II. They have also agreed to give power to Hindupur on the same tariff. The Madras Government therefore urge that bulk supply at Kollegal may be also on the same tariff as conceded by the Mysore Government to the Ceded Districts and Hindupur which is as follows:-

Tariffs. Power will be supplied to Mysore on the following tariff.

Upto 1000 KW	..	Rs.3/KW/month.
Over 1000 KW	..	Rs.2-12-0/KW/month.

plus energy charge.

Upto 1,000,000 units consumption per month 0.45 anna/unit

(4)

Exceeding	100,000	upto	150,000	units per month	0.42	anna/unit
	150,000	"	200,000	" "	0.40	"
	200,000	"	300,000	" "	0.375	"
	300,000	"	500,000	" "	0.35	"
	500,000	"	1000,000	" "	0.325	"
	1000,000	"		" "	0.30	

This tariff is subject to a maximum overhall unit charge of 0.66 anna per unit without prejudice to the minimum monthly payment based on maximum demand, provided the consumption is in excess of 120,000 units per month. If the consumption is below 120,000 units, the tariff is subject to a maximum overall unti charge of 0.75 anna per unit without prejudice to the minimum monthly payment based on maximum demand.

Power factor to be not less than 0.8 and more than 0.7 an additional charge of 8 annas per KV of Maximum Demand per month will be levied. Power supply will be discontinued if the power factor is less than 0.7 until it is improved to 0.8 above ".

It may be mentioned in this connection that the bills for Kollegal Power had so far been on the minimum basis of 10% of capital cost incurred by Mysore and not on the energy rate of 1 anna as actual consumption had been poor. By conceding the A.T. two part tariff mentioned above, the revenue of the Mysore Government on the minimum basis of 10% of capital cost will not in any manner be affected. On the contrary, use of power in the Kollegal area for agricultural and industrial uses will be encouraged. The Madras Government do not ask for any revision of past bills but only suggest that the bills after the signature of the agreement under reference may be on the revised basis. This revised rate may be incorporated in the agreement, before it is completed, in place of the existing rates.

Clause 16. The Mysore Government consider that the insertion of the words "in the first instance" after the words "for a period of 55 years" is very necessary in their interests on the ground that it is not reasonable to ~~expect~~ expect the continuation of power supply for places beyond the Mysore State once the trasmission line has been run and that power supply to the silk filature factory at Kollegal was arranged on the definite understanding that the Madras Government would accept such reasonable conditions as might be stipulated by the Mysore Government. I am to invite attention to item 7 in the Madras Government's letter No.1352-III/43-5 dated 17-3-43 in which the Madras Government offered the right to the Mysore Government to run the transmission line through British territory for a period of 20 years in the first instance after the initial 5 years. The question was further discussed between the two Governments. The Mysore Government then agreed to a period of 50 years being fixed in the first instance after the initial period of 5 years - please see their letter No.Eds.3020,dated 4-6-43 copy sent with your letter No.DF.54-43/Pol dated 10-6-1943. The Madras Govt agreed to a total period of 60 years - please see their letter No.1352-I/III/43-44 dated 21-6-1943; I am, therefore, to state that as the Mysore Government have previously agreed to the total period of 55 years being fixed in the agreement, it would not be fair now to seek to prolong their rights for running and maintaining the transmission line in the British territory compulsorily by insertion of the words "in the first instance" in the draft clause after the words "for a period of 55 years". The Madras Government however are willing to have the words retained in the clause if the Mysore Government insist but they wish to make it clear that the Madras Government do not consider that the inclusion of the words "in the first instance" in the clause fetters their freedom on action after the guaranteed period of 55 years to determine the right of the Mysore Government to run the line through the British territory. I am to add that a total period of 55 years is itself a fairly long period within which it is quite possible for the Mysore Government to recover their entire capital cost invested on the transmission line.

The other clauses in the revised draft agreement are accepted without any remarks.

2. I am to request that the concurrence of the Mysore Government and of His Excellency the Crown Representative to the proposals contained in para 1 above may please be obtained and communicated at a very early date.

..

No.DF.54-43/Pol. 149

From - The Secretary to the Hon'ble the Resident in Mysore.
To - The Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, Bangalore.

Bangalore, the 23rd January 1946.

Supply of electricity to the Silk Filature Factory at Kollegal - Draft agreement.

Sir,

I am directed to refer to my letter No.DF.54-43/Pol, dated the 11th December 1945, and, at the instance of the Government of Madras, to enquire how the case stands and when a reply may be expected.

I have the honour to be,
Sir,
Your most obedient servant,

for SECRETARY TO THE RESIDENT.

BANGALORE
Diary No. 1235
Date 25 1 1946

G. R. S. App. F. G. 3.

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

No EDS 1581 dt. 26.1.1946.

Immediate

150

Subject:- Supply of electricity to the Silk Filature Factory at Kollegal - Draft Agreement

To

The Chief Electrical Engineer, Bangalore

Sir,

I have the honour to invite reference to this office letter No. EDS. 1262 (K) dated the 21st December 1945 on the above subject and to request you kindly to furnish your remarks very early, as the Residency have reminded in the matter.

I have etc.

for Secretary to Govt. Electrical Dept.

25/1 Jan 26

25/146.

Immediat

153

G. R. S. App. F. G. 3.

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form*).

No. SDS 1999 dt. 1.3.1946

Subject — Early ... of electricity to the Mills Fil... Fact ... at Mineral-Oils Agreement.

To

The Chief Electrical Engineer, Bangalore

Sir,

With reference to correspondence ending with your letter No. 20421 dated the 29th/30th January 1946 on the above subject, I am directed to request that three copies of the agreement incorporating all the additions & alterations suggested by the Govt. of Madras, which have now been accepted by this Govt., may kindly be forwarded immediately on the prescribed form for being got completed by the Govt.

WD 03697—GPB—30,000—2-2-46

54

adras.

Transmitted

KW/282/46

Secretary to the Executive Council

21.12.46.

No.D.F.54-43/Pol.

From The Secretary to the Hon'ble the Resident in Mysore.
To The Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department.

Bangalore, 6th March 1946.

Subject: Supply of electricity to the Silk Filature Factory at Kollegal - Draft agreement.

153

Sir,

I am directed to refer to the correspondence ending with my letter No.D.F.54-43/Pol., dated the 23rd January 1946, and to request you kindly to expedite a reply as a further reminder has been received from the Government of Madras.

I have the honour to be,
Sir,
Your most obedient servant,

For SECRETARY TO THE RESIDENT.

Hon.

SECRETARY TO GOVERNMENT
Date 6/3
No. V.D.

RESIDENCY AGENCY
BANGALORE
Diary No. 1575
Date 7-3-1946

G. R. S. App. F. G. 3.

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form*).

No. EDS 2050-51 dt 11-3-1946

Subject - Supply of electric energy to the Sri Krishna Factory at Kolar Gold Fields - Draft agreement

To

The Secretary to the Hon'ble the Resident in Mysore Bangalore

Sir,

I am directed to acknowledge the receipt of your letter No. D.F. 56-43/tol dated the 6th March 1946 on the above subject, and to state in reply that the question is under consideration and a final reply will be sent as soon as a decision is reached in the matter.

I have etc.

Kolar 3/4/46.

Secretary to Govt, Electrical Dept.

4/3/46

4.3.46.

Copy rec. to the C.R.E. for information with a request to expedite the submission of the agreement.

4/3/46

for Secretary to Govt, Electrical Dept.

WD 03697—GPB—30,000—2-2-46

Elect 322-45-1.

157

Telephone No. 2110

No. 27203
Enclo. 3 Copies & A/805
Agreement.

Telegraphic Address
"GOMED"

CODES USED
BENTLEY'S, LIEBER'S
A. B. C. 6TH EDITION
BUSINESS TELEGRAPHIC CODE.

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT.

OFFICE OF THE GENERAL SUPERINTENDENT,
CAUVERY POWER SCHEME,

Bangalore, 1st April 1946
(MYSORE INDIA.)

SECRETARY TO GOVERNMENT
Date 5 Apr
P. W., ELECTL & RYS

From

M. HAYATH, ESQ., B.E., (MECH.), B.S.E.E.,
GENERAL SUPERINTENDENT,
CAUVERY POWER SCHEME,
BANGALORE.

RECEIVED AT HEADQUARTERS
BANGALORE
Rec'd No. 1832
Date 6-4-1946

The Secretary to Government,
Electrical Department, Bangalore.

Sir,

Supply of electricity to the Silk Filature Factory at Kollegal - Draft Agreement.

With reference to your letter No.EDS.1999 dated 1st March 1946 on the above subject, I have the honour to enclose herewith ~~five~~ three copies of the Draft Agreement incorporating all additions and alterations upto now accepted by Government, for further action.

Mr. Sundaram (Chief Engineer for Electricity, Government of Madras) communicated his acceptance for the levy of the 10% surcharge (vide clause 11) only on 16-3-46 and hence the delay in sending you this reply.

I have the honour to be,
Sir,
Your most obedient servant,

M. Hayath 4/4

CHIEF ELECTRICAL ENGINEER.

158

G. R. S. App. F. G. 3.

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

No. EDS 2329 dt. 12.4.1946.

Encl: Three copies of Agreement.

Subject — Supply of electricity to the Silica Factory at Kolegal — Draft Agreement.

To

The Secretary to the Hon'ble the Resident in Mysore, Bangalore

Sir,

I am directed to refer to this office letter No. EDS. 2050 dated the 11th March 1946 on the above subject, and to forward herewith three copies of the Agreement duly signed by me, to be entered into with the Govt. of Madras. I am to request that the same may kindly be transmitted to that Govt for completion and returning two copies.

I have etc.

For Secretary to Govt,
Electrical Dept.

11/4

WD 0523—GPB—7,500—16.2.37

V&EDS 2330

Copy rec. to the C.R.S. for information with reference to his letter No. 27203 dt 1st/5th April 1946.

6/4

Secretary to Govt
Electrical Dept.

9/4/46

10/6/4/46

11/4 6/4/46

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Appendix F. G.—1]

SUBJECT Supply of electricity to the Silk filature factory at Kollegal - Draft Agreement

Section

File No.

Serial No.

Diary No. of letter replied to 1832

No. EDS 189 dated 17th July 46

General and Revenue Secretriat

( )

the 194 .

To. The Secretary to the Hon'ble the Resident in Mysore, Bangalore.

Date of issue 17/7/1946

Signed by Mr. K.D. Joshi

Sir,

I am directed to invite your kind reference to the correspondence ending with this office letter No. 2329 dt. the 12th April 1946 on the above subject, and to request you to be so good as to intimate in what stage the matter stands at present.

I have etc.,

17/7/46

Secretary to Govt.

Electrical Dept.

List of enclosures

Copied by

Examined by

WD 0874—GPB—25,000—20-11-45

No.DF.54-43/Pol.

From The Secretary to the Hon'ble the Resident i ysore.
To The Secretary to the Government of His High s
the Maharaja of Mysore, Electrical De tment.

Dated Bangalore, the 2 July 1946.

SUPPLY OF ELECTRICITY TO THE SILK FILATURE FACTORY AT KOLLEGAL-DRAFT AGREEMENT.

Sir,

I am directed to refer to your letter No.ED .189, dated the 17th July 1946 and to say that the Governmen of Madras were addressed in April last and that their reply is awaited. They have been reminded.

I have the hon r to be,
Sir,
Your most obedie servant,

for SECRETARY TO TH RESIDENT.

BJ

161

Appendix F. G.—1]

SUBJECT Supply of Electricity to the Silk filature factory at Kollegal + draft Agreement.

Diary No. of letter replied to 146

Section

File No.

Serial No.

No. 769 D/ 19-9-46

General and Revenue Secretariat

( )

the 194 .

To.

The Secretary to the Hon'ble the Resident in Mysore, Bangalore

Date of issue 19-9-46

Signed by Mr Joshi

Sir,

I am directed to invite reference to correspondence ending with your letter No. D. 7. 52-43 Pol D/ the 22nd July '46 on the above subject and to request you to be so good as to intimate in what stage the matter stands at present.

I have &c.,

19/9/46

Secretary to Govt Electrical Deptt.

List of enclosures

Copied by

16/9

Examined by

WD 0874—GPB—25,000—20 11-45

No.D.F.54-43/Pol.

From The Secretary to the Hon'ble the Resident in Mysore.
To The Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department.

Bangalore, 25 September 1946.

Subject: Supply of electricity to the Silk Filature Factory at Kollegal - Draft agreement.

Sir,

I am directed to refer to your letter No. ..D.S.769, dated the 19th September 1946. The Government of Madras in reply to a reminder from this Residency state that the matter is still under consideration.

I have the honour to be,
Sir,
Your most obedient servant,

for SECRETARY TO THE RESIDENT.

Ten.

Appendix F. G.—1].

SUBJECT Supply of Electricity to the Silk Filature Factory at Kollegal.

Section

File No.

Serial No.

Diary No. of letter replied to 565

No. SDS 1176 dated 6th November 1946

General and Revenue Secretariat

( )

the 194 .

To.

The Secretary to the
Hon'ble the Resident
in Mysore, Bangalore

Date of issue 6/11/1946

Signed by Mr. R. Ramakrishna

Sir,

I am directed to invite a reference to correspondence ending with your letter No. D. 7. 54-43/Pol. dated the 25th September 1946 on the above subject and to request you to be so good as to intimate the ~~in what~~ stage in which the matter stands at present.

I have etc.,

List of enclosures

Copied by 6/11

Examined by

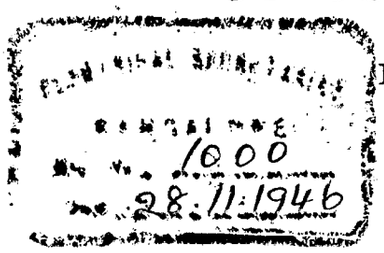
WD 02745—GPB—25,000—24-6-46

R. 5.11.46
to Govt.

Secy
Elec. Dept.
29/10

Elect 322-45-2

The reply to this communication should be addressed to the Secretary to the Resident in Mysore, Bangalore, by designation and not by name.



No. DF.54-43/Pol.

165

FROM

THE SECRETARY TO THE HON'BLE THE RESIDENT IN MYSORE.

To

The Secretary to the Government of
His Highness the Maharaja of Mysore,
Electrical Department.

Dated Bangalore, the 26th Novr. *1946*.

SUPPLY OF ELECTRICITY TO THE SILK FILATURE FACTORY AT KOLLEGAL - DRAFT AGREEMENT.

SIR,

I am directed to refer to the correspondence ending with your letter, No.E.D.S.2329, dated the 12th April 1946, and to forward a copy of letter from the Government of Madras, No.1352-E/43-79, dated the 14th November 1946, with enclosure in original.

2. I am to enquire whether the Government of Mysore accept the modifications suggested by the Government of Madras. If so, three copies of the final draft agreement may kindly be supplied to this Residency for transmission to the Political Department for obtaining the approval of His Excellency the Crown Representative.

I have the honour to be,
Sir,
Your most obedient servant,

SECRETARY TO THE RESIDENT.

BJ

P.T.O.

166

Letter from the Secretary to the Government of Madras, Public Works Department, No.1552-E/45-7, dated the 14th November 1946.

- - - -

Electricity - Supply to the Silk Filature Factory at Kollegal - Draft Agreement.

Ref:- Correspondence ending with your letter No. DF.54-43/Pol., dated 22nd April 1946.

I am directed to state that the Government of Madras accept the draft agreement forwarded with your letter cited above, subject to the following remarks:-

(1) Clause 1.- The Kollegal Electricity Scheme envisages a demand of 300 K.W. within 5 years. This Government suggest that the expression "200 H.P." in line 2 of this clause may be altered into "300 K.W." In this connection, the Mysore Government may be informed that during his discussion with the Chief Engineer (Electricity), Madras the Chief Engineer (Electricity), Mysore, agreed to this alteration and stated that there would be no difficulty in accepting the revised demand.

(2) Clause 11(a). In line 4 of this clause, the word 'Consumers' should be 'consumer'. The expression 'in their Hydro-Electric Areas' at the end of this clause may be changed to "on the consumers served by the Electricity Department of the Government of Madras from their Hydro-electric stations". The word "PLUS" may also be added at the beginning of the rate in the last column of the statement under this clause.

(3) Clauses 11(b) and (e).- These clauses provide a ten minute basis for determination of maximum demand. This Government consider that a thirty minute basis should be adopted and that the Mysore Government may be requested to revise clauses 11(b) and (e) as follows:-

"11(b). For the purpose of this agreement the maximum demand of supply to the consumer for each month shall be the maximum demand at the point of supply during any consecutive thirty minutes in the month."

"11(e). The power factor of the plant and apparatus owned by the consumer at the points of supply shall not be less than 0.8. Should the power factor be below 0.8 it is liable to a penalty of 8 annas (eight annas) per K.V. of monthly demand while if the power drops below 0.7 it must be brought up by methods approved by the Engineers of the supplier, failing which the services may be discontinued. For purposes of this clause the power factor shall be that determined during the half hour of maximum demand on any working day in the month."

(4) Clause 13.- In line 6, the words 'cut of' should be 'cut off'. In lines 5-6, the expression "from the date of payment became due' should be "from the date the payment became due".

(5) Clause 14.- In line 5 of the second sub-paragraph under this clause, the word 'explosive' should be "explosion".

(6) Clause 22.- In line 4, the words "Chief Electrical for Electricity" should be changed into "the Chief Engineer for Electricity".

2. Certain other verbal corrections which this Government consider necessary have also been made and a copy of the draft agreement embodying all the modifications including those suggested in paragraph 1 above, is enclosed.

3. I am to request that the approval of the Government of Mysore to the modifications suggested may please be obtained and communicated to this Government.

- - - -

BJ

~~Government of Madras.~~

~~Read:-~~

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SUPPLY OF ELECTRICITY AT KOLLEGAL.

AGREEMENT made this ... . day of ..... 1946. between the Government of His Highness the Maharaja of Mysore represented by the Secretary to the said Government, Electrical Department, for the time being, Mr..... ..... hereinafter called the 'Supplier' of the one part, and His Excellency the Governor of Madras hereinafter referred to as the 'Consumer' of the other part.

Whereas the Supplier has agreed to supply, and the Consumer has agreed to take electric power at Kollegal for the period and upon thex terms and conditions hereinafter set forth; NOW THESE PRESENTS witness that the parties have agreed in manner following, that is to say:-

1. The supplier agrees to supply to the Consumer in the first instance 84 H.P. and eventually up to 300 K.W. when the extension to the new factory proposed to be constructed by the Consumer and changeover of the Kollegal Panchayat ~~Exxx~~ materialise.

2. This agreement shall be in force for a period of five years from the date the Supplier notifies the Consumer that power supply is made available at the point of supply, but the right of running and maintaining the transmission lines by the Supplier through the teriitory of the Consumer will continue for a further period of fifty years after expiry of the initial guarantee period of five years subject to the condition that the consumer shall not be under an obligation to take power after the said period of 5 years.

3. The power will be delivered at a Central point or points at Kollegal at 13.2 KV., 25 cycles, 3 phase by running a single 13.2 kV. transmission line along with a telephone line along the New bridge to Kollegal at the expense of the Supplier, who will at his expense lay, fit up, maintain, supervise and keep in repair, suitable and proper cables and other apparatus for such delivery and metering equipments at the points of supply for measuring the energy supplied.

4. As the high tension metering equipments are not readily available the Supplier will instal low tension metering equipments at the various consuming centres and the energy consumed shall be determined, by the sum of the energy recorded by the low tension meters installed plus energy corresponding to 2½ per cent of the transformer capacity and this shall be accepted by the Consumer as energy consumed for purposes of billing until the high tension metering equipments are installed by the Supplier.

5. The Consumer may at his own expense instal check meters at the metering points of the Supplier.

6. The meters belonging to the Supplier will be kept properly sealed by the Supplier and the meters belonging to the Consumer will be kept properly sealed by the Consumer. The meters shall not be interfered with by either party except after due intimation to the other party.

7. The readings of the said meters installed by the Supplier shall be taken by the accredited representative of the Supplier as near noon as practicable on the last day of each calendar month and the readings so taken with the addition specified in clause 4 in case L.T. metering is adopted, shall be binding and conclusive between the Supplier and the Consumer, as to the amount of electrical energy supplied to the Consumer. The Consumer's representative may arrange to be present at the time of the reading. In the event of any meter being found defective and a check meter not having been installed, the power consumed for the period during which the meter was defective shall be determined by taking the daily average consumption for the previous period of supply not exceeding three months.

8. Onee in every year the meters shall be calibrated and standardised if considered necessary by the Supplier, in the presence of a representative of the Consumer.

2.....

* is the executive of the Executive Authority of the Province of Madras

Rev. Sectt. 22—6,206—9-1-40.

GOVERNMENT OF MADRAS.

Received _____ 194 . *Registered* _____ 194 .

Abstract.

_____ DEPARTMENT.

G.O. No. R. dated the 194 .

Read again :

Read also :

ORDER.

The draft notification under Section 4 (1) and the draft declaration under Section 6 of the Land Acquisition Act submitted by the Board of Revenue with its Reference read above are approved and are forwarded to the Superintendent, Government Press, for publication. The notification should be published in English in the *Fort Saint George Gazette* and the declaration should be published in English in the *Fort Saint George Gazette* and in English and in in the District Gazette. The Superintendent, Government Press, is requested to see that the notification and the declaration are published in successive issues (not in the same issue) of the *Fort Saint George Gazette*, the notification under Section 4 (1) being published earlier.

2. The Government accept the view that the acquisition is an urgent one and under Section 17 (4) of the Land Acquisition Act direct that the provisions of Section 5-A of the Act shall not apply to this case.

(By order of the Governor in Council / Government, Ministry of)

Secretary to Government.

To the Superintendent, Government Press, with 3 notification and a declaration in diglott, for publication.
" Board of Revenue, Land Revenue and Settlement.
" Collector of
" Revenue Divisional Officer,
" Agent, Railway.
" Special Revenue Officer, Cauvery-Mettur Project.
" Engineer-in-chief, Cauvery-Mettur Project.
" Chief Engineer.
" Commissioner of Labour.
" District Labour Officer, District.

Forwarded.

(By order).

Superintendent.

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9. Either party to this agreement may at any time and after notice to the other party, have a special test carried out of any or all the meters belonging to the Supplier above mentioned at a place to be fixed by mutual agreement. The meter or meters so tested shall be deemed to be correct if as a result of such test the meter or meters are found to vary withing the limits prescribed by the Indian Electricity Rules, 1937, or any statutory modification thereof for the time being in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules or any statutory modification thereof for the time being in force, the Supplier will deduct from or add to the account of the preceding period of three months an mount equivalent to the error. The expenses of such test shall be borne by the Supplier in the event of the account requiring any adjustment as hereinBefore mentioned. If no adjustment of the account is necessary as a consequence of such special test the party at whose intance the test was conducted shall bear the cost of such test.

10. The consumer shall permit the Supplier to occupy free of charge a space 50' x 50' at the point of supply for installing the terminal structure and a small room for locating the telephone, tools and other equipment necessary for the efficient maintenance of the transmission line.

The terminal structure room and other equipment referred to above shall on the expiry of this agreement be dismantled and removed by the Supplier at his own expense.

11(a) The total quantity of power delivered at the points of Supply as registered by the Suppliers' Recording Meter or Meters installed for the purpose at such points shall be apid for by the Consumers by monthly payments as per tariffs noted below subject to a monthly minimum of 1/12 th of 10% on the Capital cost incurred in arranging power supply. A meter hire of Rs.2/- per month per meter will be levied in addition.

	Total monthly consumption in K.W.H.			Rate per KW.H. Anna.	Rate per Kw. of maximum demand per months.
I	Up-to	1,00,000		0.450	First
II.	Exceeding	1,00,000	& Upto 1,50,000	0.425	upto 1000 K.W.
III	-do-	1,50,000	,, 2,00,000	0.400	@ 3/- 1000 K.W.
IV.	,,	2,00,000	,, 3,00,000	0.375	and over Rs.2-12-0
V.	,,	3,00,000	,, 5,00,000	0.350	
VI	,,	5,00,000	,,10,00,000	0.325	
VII	,,	10,00,000	and above	0.300	

The above tariff is subject to a maximum overall unit charge of 0.66 anna per unit without prejudice to the minimum monthly payment based on maximum demand defined in subclause (d) provided the consumption is in excess of 1,20,000 units per month. If the consumption is below 1,20,000 units per month, the tariff is subject to a maximum overall unit charge of 0.75 anna per unit without prejudice to the minimum monthly payment defined in subclause (d).

The above tariff and the maximum overall unit charges are futher subject to a surcharge of 10% or such other rate as may be levied from time to time by the Government of Madras ~~in the Hydro-Electric areas~~ on the consumers served by the Electricity Dept of the Govt of Madras from their hydro-electric stations.

(b) For the purpose of this agreement the maximum demand of supply to the consumer for each month shall be ~~six times the B.O.~~ units (kilowatt hours) supplied during any ten minute interval and the maximum demand ~~shall be the highest such demand occurring during the calender month~~ as recorded during any consecutive thirty minutes in the month.

(c) Maximum demand charges for any month and at the points of supply shall be based upon maximum kilowatt demand as determined in

3-------

Rev. Sectt. 22—6,206—9-1-40.

GOVERNMENT OF MADRAS.

Received 194 *Registered* 194

Abstract.

_____ DEPARTMENT.

G.O. No. R. dated the 194 .

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(By order of the Governor in Council / Government, Ministry of)

Secretary to Government.

To the Superintendent, Government Press, with a notification and a declaration in diglott, for publication.
" Board of Revenue, Land Revenue and Settlement.
" Collector of
" Revenue Divisional Officer,
" Agent, Railway.
" Special Revenue Officer, Cauvery-Mettur Project.
" Engineer-in-chief, Cauvery-Mettur Project.
" Chief Engineer.
" Commissioner of Labour.
" District Labour Officer, District.

Forwarded.

(By order).

Superintendent.

in accordange with sub-clause (b) for the previous calendar months commencing from January of each year and ending with the month in question. For the first calendar year of service under this agreement, the demand charge for any month will be based on the maximum kilowatt demands for the months commencing with the month of commencement of supply and ending with the month in question. The demand charge for the first month of operation will correspond to the maximum demand for that month.

(d) The demand payment will be a fixed monthly charge whether energy is consumed or not and shall constitute the minimum monthly payment, without prejudice to the monthly minimum based on capital cost referred to in ~~xxx~~ sub-clause (a).

(e) The Power-Factor of the plant and apparatus owned by the Consumer ~~as measured~~ at the points of supply shall not be less than 0.8. Should the power-factor be below 0.8 it is liable to a penalty of 8 annas (eight annas) per kW. of monthly demand while, if the power-factor drops below 0.7 it must be brought up by methods approved by the Engineers of the Supplier, failing which the service may be discontinued. For ~~the~~ purpose of this Clause the Power-factor shall be that determined during ~~any 15 minutes interval~~ maximum demand on any working day in the month.

12. The Supplier will send to the Consumer a statement of account of the electrical consumption during each calendar month and the Consumer shall pay the amount within 21 days of the receipt of such statement.

13. In case the Consumer fails to pay any charge due for power supply within 21 days after the statement of account is sent, the supplier shall have the option to cut off the supply without prejudice to the recovery of all dues from the Consumer, including the cost of power supplied up to the date the supply of power is cut off ~~xxx~~ with interest at 7% per annum from the date ~~the~~ of current became due to the date of payment and the Consumer shall be liable to pay the monthly minimum prescribed in Clause 11 during the whole period of such stoppage.

14. The Supplier will take all reasonable precautions to ensure a supply of power to the Consumer and the due continuity of such supply with as little variation of voltage and frequency as is reasonably practicable, but the supplier shall not be liable to the Consumer for any loss due to interruption in the supply of power by reason of cutting off of or damage to, any wires, or works of the supplier due to war, mutiny, riot, or strike or by reasons of earthquake, hurricane or tempest or of any accidents or causes not within the control of the supplier, provided always that the Supplier shall give notice as early as possible of the probable duration of any interruption in supply due to any of the aforesaid causes and will use every practicable means to make the period of interuptions as short as possible.

If at any time the Consumer is prevented from receiving and using the electricalenergy to be supplied under this agreement either in whole or in part owing to any strikes, riots, insurrections, lawful command of a Civil or Military authority, fire, explosion ~~explosive~~ act of God or any other cause reasonably beyond control the minimum guarantee under this agreement shall be reduced in proportion to the ability of the consumer to take supply but not below the minimum of 1/12 of 10 per cent per month of the capital cost incurred in arranging the supply.

15. The Supplier reserves the right to discontinue supply of power for the purpose of testing for a period not exceeding one hour once every month and also at any other time if it should appear necessary to the supplier to test any portion of the plant in order to secure subsequent continuity of supply or for the purpose of connecting new machinery. These monthly stoppages may at the option of the Supplier, be extended on due notice to six hours once every six months. No reduction of the monthly minimum charges shall be claimed by the consumer on this account.

4.....

Rev. Sectt. 22—C.203—9-1-40.

GOVERNMENT OF MADRAS.

Received _____ 194 . *Registered* _____ 194 .

Abstract.

_____ DEPARTMENT.

G.O. No. R. dated the 194 .

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Read also :

ORDER.

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(By order of the Governor in Council / Government, Ministry of)

Secretary to Government.

To the Superintendent, Government Press, with a notification and a declaration in diglott, for publication.
,, Board of Revenue, Land Revenue and Settlement.
,, Collector of
,, Revenue Divisional Officer,
,, Agent, Railway.
,, Special Revenue Officer, Cauvery-Mettur Project.
,, Engineer-in-chief, Cauvery-Mettur Project.
,, Chief Engineer.
,, Commissioner of Labour.
,, District Labour Officer, District.

Forwarded.

(By order).

Superintendent.

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16. The Consumer confers on the Supplier the right of laying and maintaining the transmission line referred to above through the territory of the consumer and also the right of extending the transmission line beyond the point of supply in the said territory to places withing the Mysore State beyond the territory of the consumer for a period of 55 years in the first instance from the date on which this agreement comes into force.

17. The Consumer agrees to reimburse the Supplier the amount of any income-tax that may have to be paid by the Supplier in respect of the earnings made by the Supplier under this aggreement.

18. The Consumer shall exempt from the operation of the Madras Motor Vehicles Taxation, Act, 1931, all vehicles belonging to the Supplier and of the Supplier's employees when used for the purpose of construction and maintenance of the transmission line and equipment, in the territory of the Consumer.

19. The Consumer shall give to the Supplier all necessary facilities for clearing jungle lands for the required width ~~of~~ for the satisfactory running and maintenance of the transmission line through the territory of the Consumer and the Consumer shall not charge the Supplier compensation or royalty in any shape or form on account of these works on Government lands within the Consumer's territory.

20. At the request of the Consumer this agreement may be extended beyond the 5 years period referred to in clause 2 for a further period to be mutually agreed upon by the Supplier and the Consumer.

21. The Supplier and the Consumer hereby agree that if at any time there should arise any disputes or difference between them touching the interpretation or operation or carrying out of this agreement, such dispute shall be referred to the decision of taree arbitrators, one to be appointed by each of the parties and a third by the two arbitrators, and the decision of the arbitrators or of a majority of them, as the case may be, shall be final and binding on the parties.

22. In witness whereof the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, for the time being, for and on behalf of the Government of His Highness the Maharaja of Mysore, and the Chief Engineer ~~Electrical~~ for Electricity to the Government of Madras, for and on behalf of and by the order and direction of His Excellency the Governor of Madras, have hereunto set their hands.

Signed by the abovenamed in the presence of

1.

2.

Secretary to the Govt of His Highness the Maharaja of Mysore, Electrical Dept.

Signed by the abovenamed in the presence of

1.

2.

Chief Engineer for Electricity to the Govt of Madras.

True Copy/ By Order.

Superintendent,
Public Works Department.

sk.15-11

Rev. Sectt. 22—6,206—9-1-40.

GOVERNMENT OF MADRAS.

Received _____ 194 . *Registered* _____ 194 .

Abstract.

_____ DEPARTMENT.

G.O. No. R. dated the 194 .

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(By order of the Governor in Council / Government, Ministry of)

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To the Superintendent, Government Press, with a notification and a declaration in diglott, for publication.
" Board of Revenue, Land Revenue and Settlement.
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" Revenue Divisional Officer,
" Agent, Railway.
" Special Revenue Officer, Cauvery-Mettur Project.
" Engineer-in-chief, Cauvery-Mettur Project.
" Chief Engineer.
" Commissioner of Labour.
" District Labour Officer, District.

Forwarded..

(By order).

Superintendent.

ELECTRICAL SECRETARIAT,

No. E.D.S. 1508/Secl 322-48-3 Bangalore, 4th December 1946

Incls. copy of letter & its enclosures.

From

The Secretary to Government,
Electrical Department,
Bangalore.

To *The Chief Electrical Engineer*
to the Government of Mysore,
Bangalore.

Subject:- Supply of Electricity to the Silk Filature Factory at Kollegal - Draft Agreement.

S i r,

In continuation of this office Memo No.E.D.S.2330 date 12th April 1946 on the above subject, I am directed to forward herewith a copy of letter No.D.F.54-48/Pol. dated the 26th November 1946 and of its enclosure, received from the Residency and to request you kindly to furnish your remarks in the matter.

I have the honour to be,
S i r,
Your most obedient servant,

For Secretary to Government,
Electrical Department.

A.N.2nd.

No. E.D.S.
Encls.

ELECTRICAL SECRETARIAT,

Dated Bangalore,.....19

FROM

The Secretary to the Government of Mysore,
Electrical Department,
Bangalore.

To

The Chief Electrical Engineer
to the Government of Mysore,
Bangalore.

12

Letter No.DF,54-43/Pol. dated the 26th November 1946, from the Secretary to the Hon'ble the Resident in Mysore, Bangalore, to the Secretary to Government, Electrical Department, Bangalore.

Supply of Electricity to the Silk Filature Factory at Kollegal - Draft Agreement.

I am directed to refer to the correspondence ending with your letter, No.EDB.2329, dated the 12th April 1946, and to forward a copy of letter from the Government of Madras, No.1352-E/43-79, dated the 14th November 1946, with enclosure in original.

2. I am to enquire whether the Government of Mysore accept the modifications suggested by the Government of Madras. If so, three copies of the final draft agreement may kindly be supplied to this Residency for transmission to the Political Department for obtaining the approval of His Excellency the Crown Representative.

" Copy " 07c

A.N.2nd.

For Secy. to Govt. Elec. Deptt.

Letter from the Secretary to the Government of Madras, Public Works Department, No.1352-E/43-79 dated the 14th November 1946.

Electricity - Supply to the Silk Filature Factory at Kollegal - Draft Agreement.

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(i) Clause 1.- The Kollegal Electricity Scheme envisages a demand of 300 K.W. within 5 years. This Government suggest that the expression "200 H.P." in line 2 of this clause may be altered into "300 K.W." In this connection, the Mysore Government may be informed that during his discussion with the Chief Engineer (Electricity), Madras the Chief Engineer (Electricity), Mysore, agreed to this alteration and stated that there would be no difficulty in accepting the revised demand.

(ii) ClauseII(a) In line 4 of this clause, the word 'Consumers' should be 'Consumer'. The expression 'in their Hydro-Electric Areas" at the end of this clause may be changed to " to the consumers served by the Electricity Department of the Government of Madras from their hydro-electric stations". The word "PLUS" may also be added at the beginning of the rates in the last column of the statement under this clause.

(iii) Clause II(b) and (e).- These clauses provide a ten minute basis for determination of maximum demand. This Government consider that a thirty minute basis should be adopted and that the Mysore Government may be requested to revise Clauses II(B) and (e as follows:-

"II(b) For the purpose of this agreement the maximum demand of supply to the consumer for each month shall be the maximum demand at the point of supply during any consequtive thirty minutes in the month."

175 A

"II(e) The power factory of the plant and apparatus owned by the consumer at the points of supply shall not be less than 0.8. Should the power factor be below 0.8 it is liable to a penalty of 8 annas (eight annas) per K.V.A. of monthly demand while if the power drops below 0.7 it must be brought up by methods approved by the Engineers of Supplies, failing which the services may be discontinued. For purposes of this Clause the power factor shall be that determined during the half hour of maximum demand on any working day in the month".

(iv) Clause 13.- In line 6, the words 'Cut of' should be 'cut off'. In lines 5-6, the expression "from the date of payment became due" should be "from the date the payment became due".

(v) Clause 14.- In line 5 of the second sub-paragraph under this clause, the word 'explosive' should be "explosion".

(vi) Clause 22- In line 4, the words "Chief Electrical for Electricity" should be changed into "the Chief Engineer for Electricity".

2. Certain other verbal corrections which this Government consider necessary have also been made and a copy of the draft agreement embodying all the modifications including those suggested in paragraph 1 above, is enclosed.

3. I am to request that the approval of the Government of Mysore to the modifications suggested may please be obtained and communicated to this Government.

"C O P Y"

Dfc BJ 4/12

For Secretary to Government,
Electrical Department.

A.N.2nd

SUPPLY OF ELECTRICITY AT KOLLEGAL.

Agreement made this.....day of .....1946 between the Government of His Highness the Maharaja of Mysore represented by the Secretary to the said Government, Electrical Department, for the time being, Mr.....hereinafter called the 'Supplier' of the one part, and His Excellency the Governor of Madras in the exercise of the Executive Authority of the Province of Madras hereinafter referred to as the 'Consumer' of the other part.

Whereas the Supplier has agreed to supply, and the Consumer has agreed to take electric power at Kollegal for the period and upon the terms and conditions hereinafter set forth; NOW THESE PRESENTS witness that the parties have agreed in manner following, that is to say:-

1. The Supplier agrees to supply to the Consumer in the first instance 84 H.P. and eventually up to 300 K.W. when the extension to the new factory proposed to be constructed by the Consumer and changeover of the Kollegal Panchayat materialise.

2. This agreement shall be in force for a period of five years from the date the Supplier notifies the consumer that power supply is made available at the point of supply, but the right of running and maintaining the transmission lines by the Supplier through the territory of the Consumer will continue for a further period of fifty years after expiry of the initial guarantee period of five years subject to the condition that the consumer shall not be under an obligation to take power after the said period of 5 years.

3. The power will be delivered at a Central point or points at Kollegal at 13.2 KV., 25 cycles, 3 phase by running a single 13.2 K.V. transmission line along with a telephone line along the New Bridge to Kollegal at the expense of the Supplier, who will at his expense lay, erect up, maintain, supervise and keep in repair, suitable and proper cables and other apparatus for such delivery and metering equipments at the points of supply for measuring the energy supplied.

4. As the high tension metering equipments are not readily available the Supplier will instal low tension metering equipments at the various consuming centres and the energy consumed shall be determined, by the sum

sum of the energy recorded by the low tension meters installed plus energy corresponding to 2½ per cent of the transformer capacity and this shall be accepted by the Consumer as energy consumed for purposes of billing until the high tension metering equipments are installed by the Supplier.

5. The Consumer may at his own expense instal check meters at the metering points of the Supplier.

6. The meters belonging to the Supplier will be kept properly sealed by the Supplier and the meters belonging to the Consumer will be kept properly sealed by the Consumer. The meters shall not be interfered with by either party except after due intimation to the other party.

7. The readings of the said meters installed by the Supplier shall be taken by the accredited representative of the Supplier as near noon as practicable on the last day of each calendar month and the readings so taken with the addition specified in clause 4 in case L.T. metering is adopted, shall be binding and conclusive between the Supplier and the Consumer, as to the amount of electrical energy supplied to the Consumer. The Consumer's representative may arrange to be present at the time of the reading. In the event of any meter being found defective and a check meter not having been installed, the power consumed for the period during which the meter was defective shall be determined by taking the daily average consumption for the previous period of supply not exceeding three months.

8. Once in every year the meter shall be calibrated and standardised if considered necessary by the Supplier, in the presence of a representative of the Consumer.

9. Either party to this agreement may at any time and after notice to the other party, have a special test carried out of any or all the meters belonging to the Supplier above mentioned at a place to be fixed by mutual agreement. The meter or meters so tested shall be deemed to be correct if as a result of such test the meter or meters are found to vary within the limits prescribed by the Indian Electricity Rules, 1937, or any statutory modification thereof for the time being in force. If the

178

the mean error be found to be more than that prescribed by the said Indian Electricity Rules or any statutory modification thereof for the time being in force, the Supplier will deduct from or add to the account of the preceding period of three months an amount equivalent to the ~~error~~ error. The expenses of such test shall be borne by the Supplier in the event of the account requiring any adjustment as hereinbefore mentioned. If no adjustment of the account is necessary as a consequence of such special test the party at whose instance the test was conducted shall bear the cost of such test.

10. The Consumer shall permit the Supplier to occupy free of charge a space 50' x 50' at the point of supply for installing the terminal structure and a small room for locating the telephone, tools and other equipment necessary for the efficient maintenance of the transmission line.

The terminal structure room and other equipment referred to above shall on the expiry of this agreement be dismantled and removed by the Supplier at his own expense.

11(a) The total quantity of power delivered at the points of Supply as registered by the Suppliers' Recording Meter or Meters installed for the purpose at such points shall be paid for by the Consumer by monthly payments as per tariff noted below subject to a monthly minimum of 1/12th of 10% on the Capital cost incurred in arranging power supply A meter hire of Rs 2/- per month per meter will be levied in addition.

	Total monthly consumption in K.W.H.			Rate per K.W.H. Anna.	Rate per K.W. of maximum demand per month.
I	Up-to	1,00,000		0.450	Plus Upto 1000 K.W. Rs 3/- 1000 K.W. and over Rs 2/12/
II	Exceeding	1,00,000	and Upto 1,50,000	0.425	
III	Do.	1,50,000	" 2,00,000	0.400	
IV	Do.	2,00,000	" 3,00,000	0.375	
V	Do.	3,00,000	" 5,00,000	0.350	
VI	Do.	5,00,000	" 10,00,000	0.325	
VII	Do.	10,00,000	and above	0.300	

The above tariff is subject to a maximum overall unit charge of 0.66 anna per unit without prejudice to the minimum monthly payment based on maximum demand defined in subclause (d) provided the consumption is

is in excess of 1,20,000 units per month. If the consumption is below 1,20,000 units per month, the tariff is subject to a maximum overall unit charge of 0.75 anna per unit without prejudice to the minimum monthly payment defined in subclause (d,.

The above tariff and the maximum overall unit charges are further subject to a surcharge of 1% or such other rate as may be levied from time to time by the Government of Madras on the consumers served by the Electricity Department of the Government of Madras from their Hydro-electric Stations.

(b) For the purpose of this agreement the maximum demand of supply to the Consumer for each month shall be the maximum demand at the point of supply during any consecutive thirty minutes in the month.

(c) Maximum demand charges for any month and at the points of supply shall be based upon maximum kilowatt demand as determined in accordance with sub-clause (b) for the previous calendar months commencing from January of each year and ending with the month in question. for the first calendar year of service under this agreement, the demand charge for any month will be based on the maximum Kilowatt demand for the months commencing with the month of commencement of supply and ending with the month in question. The demand charge for the first month of operation will correspond to the maximum demand for that month.

(d) The demand payment will be a fixed monthly charge whether energy is consumed or not and shall constitute the minimum monthly payment, without prejudice to the monthly minimum based on capital cost referred to in sub-clause (a).

(e) The Power-factory of the plant and apparatus owned by the Consumer at the points of supply shall not be less than 0.8. Should the power-factor be below 0.8 it is liable to a penalty of 8 annas (eight annas) per K.W. of monthly demand while, if the power-factor drops below 0.7 it must be brought up by methods approved by the Engineers of the Supplier, failing which the services may be discontinued. For purposes of this clause the power-factor shall be that determined during the half hour of maximum demand on any working day in the month.

21. The Supplier and the Consumer hereby agree that if at any time there should arise any disputes or difference between them touching the interpretation or operation or carrying out of this agreement, such dispute shall be referred to the decision of three arbitrators, one to be appointed by each of the parties and a third by the two arbitrators, and the decision of the arbitrators or of a majority of them, as the case may be, shall be final and binding on the parties.

22. In witness whereof the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, for the time being, for and on behalf of the Government of His Highness the Maharaja of Mysore, and the Chief Engineer for Electricity to the Government of Madras, for and on behalf of and by the order and direction of His Excellency the Governor of Madras, have hereunto set their hands.

Secretary to the Government
of His Highness the Maharaja
of Mysore, Electrical Department.

Signed by the abovenamed
in the presence of

1.

2.

Chief Engineer for Electricity
to the Government of Madras.

Signed by the abovenamed
in the presence of

1.

2.

"C O P Y"

For Secretary to Government,
Electrical Department.

A.N.3rd.

Elecl 322-45-4

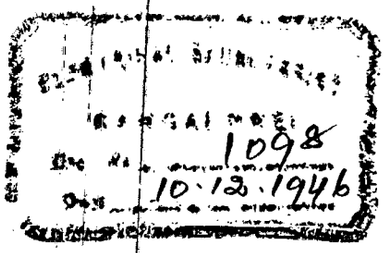
49.

183

TELEPHONE No. 2110
No. 1655 8
ENCLO.
TELEGRAPHIC ADDRESS:
'GOMED'

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,
Bangalore 9th December 194 6
(MYSORE, S. INDIA.)



The Secretary to Government,
Electrical Department,
BANGALORE.

Sir,

Supply of Electricity to the Silk Filature Factory at Kollegal -- Draft Agreement.

With reference to your letter No.EDS.1508/Elecl:322-45-3 dated the 4th December 1946 on the above subject, I have the honour to state that the final draft agreement as forwarded by the Secretary to the Government of Madras, Public Works Department, enclosed with your letter under reply may be accepted, as the revision is only in respect of Clauses 12(b) and 12(e) which, however, are in conformity with similar clauses accepted by us in respect of power supply to Ceded Districts.

I have the honour to be,
Sir,
Your most obedient servant,

Chief Electrical Engineer 9/12

MH-DMJ.

Examined by.....

WD 0744-GPB—15,000—30-10-44

Secretary to Govt, Elect. Dept.

183 E DS 1795 D 19-12-46

Copy to Co Sr & EE for information with reference to his letter No. 16558 D 9/12/46.

By order

for Secretary to Govt.,
Electrical Dept.
10/12

10/12

Appendix F. G.—1]

Urgent 1849

SUBJECT Supply of Electricity to the Silk Filature Factory at Kollegal - Draft Agreement

Section Elect

File No. 322-45.

Serial No. 5.

Diary No. of letter replied to.....

No. EOS 1729

General and Revenue Secretrriat

( )

the 194 .

To

The Secretary to the Hon'ble the Resident in Mysore Bangalore

Date of issue.....

Sir,

Signed by.....

I am directed to acknowledge the receipt of your letter No. DF. 54-43/Pol. dated the 26th November 1946 on the above subject and to state that ~~the Govt. of India have~~ draft Agreement ~~accepted~~ the ~~draft~~ forwarded to the Govt. of Madras is acceptable to the Mysore Govt.

Four copies of Flag W will be made.

List of enclosures.....

Copied by.....

Three copies ~~thereof~~ final draft of the Agreement are herewith sent as desired.

~~thereon~~

Examined by.....

I have etc

WD 0744 - GPB—15,000—30-10-44

RR. 17.12.46.

Secretary to Govt. Elect. Dept. P.T.

10/12

10/12

155 ESS 1745 D 19-12-46

Copy for the Secretary for information with reference to his letter No. 16558 D 9/12/46

Broadbent

for Secretary to Govt.
10/12 Electrical Dept.
10/12

ELECTRICAL SECRETARIAT, 186

No. E.D.S. 1724/Elec
Encls. 322-45-5-

Bangalore, 19 December 1946

Encl. 3 copies of Agreement.

From

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Secretary to the Hon'ble
the Resident In Mysore, Bangalore.

Subject:- Supply of Electricity to the Silk Filature Factory at Kollegal - Draft Agreement.

S i r,

I am directed to acknowledge the receipt of your letter No.DF.54-43/Pol. dated the 26th November 1946 on the above subject and to state that the draft agreement forwarded by the Government of Madras is acceptable to the Mysore Government. Three copies of the final draft agreement are herewith sent as desired.

I have the honour to be,
S i r,
Your most obedient servant,

Sd. R. Ramakrishna,
Secretary to Government,
Electrical Department.

A.N.18th/3

P.T.O.

187

No.EDS. 1795 Dated Bangalore, 19 Dec. 1946

Copy of the foregoing, is forwarded, with compliments to the Chief Electrical Engineer, for information, with reference to his letter No.16558 dated 9th December 1946.

By Order

RR. 19.12.46

Secretary to Government,
Electrical Department.

A.N. O/C

AGREEMENT made this..... day of.....1946 between the Government of His Highness the Maharaja of Mysore represented by the Secretary to the said Government, Electrical Department, for the time being, Mr..... hereinafter called the 'Supplier' of the one part, and his Excellency the Governor of Madras in the exercise of the Executive Authority of the Province of Madras hereinafter referred to as the 'Consumer' of the other part.

Whereas the Supplier has agreed to supply, and the Consumer has agreed to take electric power at Kollegal for the period and upon the terms and conditions hereinafter set forth; NOW THESE PRESENTS witness that the parties have agreed in manner following, that is to say:-

1. The supplier agrees to supply to the Consumer in the first instance 84 H.P. and eventually up to 300 K.W. when the extension to the new factory proposed to be constructed by the Consumer and changeover of the Kollegal Panchayat materialise.

2. The agreement shall be in force for a period of five years from the date the Supplier notifies the Consumer that power supply is made available at the point of supply, but the right of running and maintaining the ~~e~~transmission lines by the Supplier through the territory of the Consumer will continue for a further period of fifty years after expiry of the initial guarantee period of five years subject to the condition that the consumer shall not be under an obligation to take power after the said period of 5 years.

3. The power will be delivered at a Central point or points at Kollegal at 13.2 KV., 25 cycles, 3 phase by running a single 13.2 KV. transmission line along with a telephone line along the new bridge to Kollegal at the expense of the Supplier, who will at his expense lay, fit up, maintain, supervise and keep in repair, suitable and proper cables and other apparatus for such delivery and metering equipment at the points of supply for measuring the energy supplied.

4. As the high tension metering equipments are not readily available, the Supplier will instal low tension metering equipments at the various consuming centres and the energy consumed shall be determined, by the sum of the energy recorded by the low tension meters installed plus

plus energy corresponding to 2J per cent of the transformer capacity and this shall be accepted by the consumer as energy consumed for purposes of building until the high tension metering equipments are installed by the Supplier.

5. The Consumer may at his own expense instal check meters at the metering points of the Supplier.

6. The meters belonging to the Supplier will be kept properly sealed by the Supplier and the meters belonging to the Consumer will be kept properly sealed by the Consumer. The meters shall not be interfered with by either party except after due intimation to the other party.

7. The readings of the said meters installed by the Supplier shall be taken by accredited representative of the Supplier as near noon as practicable on the last day of each calendar month and the readings so taken with the addition specified in clause 4 in case L.T. metering is adopted, shall be binding and conclusive between the Supplier and the Consumer, as to the amount of electrical energy supplied to the Consumer. The Consumer's representative may arrange to be present at the time of reading. In the event of any meter being found defective and a check meter not having been installed, the power consumed for the period during which the meter was defective shall be determined by taking the daily average consumption for the previous period of supply not exceeding three months.

8. Once in every year the meters shall be calibrated and standardised if considered necessary by the Supplier, in the presence of a representative of the Consumer.

9. Either party to this agreement may at any time and after notice to the other party, have a special tests carried out of any or all the three meters belonging to the Supplier above mentioned at a place to be fixed by mutual agreement. The meter or meters so tested shall be deemed to be correct if as a result of such tests the meter or meters are found to vary within the limit prescribed by the Indian Electricity Rules, 1937, or any statutory modification thereof for the time being in

in force. If the mean error to be found to be more than that prescribed by the said Indian Electricity Rules or any statutory modification thereof for the time being in force, the Supplier will deduct from or add to the account of the preceding period of three months an amount equivalent to the error. The expenses of such tests shall be borne by the Suppliers in the event of the accounts requiring any adjustment as hereinbefore mentioned. If no adjustment of the account is necessary as a consequence of such special test the party at whose instance the test was conducted shall bear the cost of such test.

10. The Consumer shall permit the Supplier to occupy free of charge a space 50' x 50' at the point of supply for installing the terminal structure and a small room for locating the telephone, tools and other equipment necessary for efficient maintenance of the Transmission Line.

The terminal structure room and other equipment referred to above shall on the expiry of this agreement be dismantled and removed by the Supplier at his own expense.

11(a) The total quantity of power delivered at the point of supply as registered by the Supplier recording meter or meters installed for the purpose at such points shall be paid for by the Consumer by monthly payments as per tariff noted below subject to a monthly minimum of 1/12th of 10% on the Capital Cost incurred in arranging the power supply. A meter hire of Rs 2/- per month per meter will be levied in addition.

	Total monthly consumption in K.W.H.			Rate per K.W.H. Annas.	Rate per K.W. of maximum demand per month.
I	Up-to	1,00,000		0.450	Plus
II	Exceeding	1,00,000	and up to 1,50,000	0.425	
III	Do.	1,50,000	" 2,00,000	0.400	Up-to 1000 K.W.
IV	Do.	2,00,000	" 3,00,000	0.375	Rs 3/- 1000 K.W.
V	Do.	3,00,000	" 5,00,000	0.350	and over Rs 2/12/-
VI	Do.	5,00,000	" 10,00,000	0.325	
VII	Do.	10,00,000	and above	0.300	

The above tariff is subject to a maximum overall unit charge of 0.66

0.66 anna per unit without prejudice to the minimum monthly payment based on maximum demand defined in sub-clause (c) provided the consumption is in excess of 1,50,000 units per month which if the consumption is below 1,50,000 units per month, the tariff is subject to a maximum overall unit charge of 0.75 anna per unit without prejudice to the minimum monthly payment defined in sub-clause (d).

The above tariff and the maximum overall unit charges are further subject to a surcharge of 10% or such other rate as may be levied from time to time by the Government of Madras on the Consumers served by the Electricity Department of the Government of Madras from their Hydro- Electric Stations.

(b) For the purpose of this Agreement the maximum demand of supply to the Consumer for each month shall be the maximum demand at the point of supply during any consecutive thirty minutes in the month.

(c) Maximum demand charges for any month and at the point of supply shall be based upon maximum Kilowatt demand as determined in accordance with sub-clause (b) for the previous calender months commencing from January of each year and ending with the month in question. For the first calender year of service under this Agreement the demand charge for any month will be based on the maximum kilowatt demands for the month commencing with the month of commencement of supply and ending with the month in question. The demand charge for the first month of operation will correspond to the maximum demand for that month.

(d) The demand payment will be fixed monthly charge whether energy is consumed or not and shall constitute the minimum monthly payment, without prejudice to the monthly minimum based on capital cost referred to in sub-clause (a).

(e) The power factor of the plant and apparatus owned by the Consumer at the point of supply shall not be less than 0.8. Should the power factor be below ~~0.8~~ 0.8 it is liable to

and equipment, in the territory of the Consumer.

19. The Consumer shall give to the Supplier all necessary facilities for clearing jungle lands for the required width for the satisfactory running and maintenance of the Transmission Line through the territory of Consumer and the Consumer shall not charge the Supplier compensation or royalty in any shape or form on account of these works on Government lands within the Consumer's territory.

20. At the request of the Consumer this agreement may be extended beyond the 5 years period referred to in Clause 2 for a further period to be mutually agreed upon by the Supplier and the Consumer.

21. The Supplier and the Consumer hereby agree that if at any time there should arise any disputes or difference between them touching the interpretation or operation or carrying out of this agreement such disputes shall be referred to decision of three arbitrators one to be appointed by each of the party and a third by the two arbitrators, and the decision of arbitrators or of a majority of them, as the case may be, shall be final and binding on the parties.

22. In witness whereof the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department for the time being, for and on behalf of the Government of His Highness the Maharaja of Mysore, and the Chief Engineer for Electricity to the Government of Madras, for and on behalf of and by the order and direction of His Excellency the Governor of Madras have hereunto set their hands.

Secretary to the Government
of His Highness the Maharaja
of Mysore, Electrical Department.

Signed by the abovenamed
in the presence of

1.

2.

Chief Engineer for Electricity
to the Government of Madras.

Signed by the abovenamed
in the presence of

1.

2.

"COPY"

For Secretary to Govt.
of Electrical Depts

195

Appendix F. G.—1]

SUBJECT Supply of Electricity to the Silk Matalic factory at Kollegal - Draft Agreement.

Section Elect

File No. 322-45

Serial No.

Diary No. of letter replied to 1098

No. 3309

General and Revenue Secretariat

( )

the 194

To.

The Secretary to the Hon'ble the Resident in Mysore Bangalore.

Sir,

Date of issue 11-3-47

I am directed to invite reference to this office letter no. E. dis. 1724/Elec. 322-45-5 of the 19th Dec. '46 on the above subject, & to request you kindly to intimate the stage in which the matter stands at present.

Signed by Hr. to R.C.

I have &c.,

Sd. 9/3

Secretary to Govt.

List of enclosures Nil

Copied by

Examined by

Nor 4/3/47

WD 02745—GPB—25,000—24-6-46

To Elec Deptt.

Tm 4/3 3/3.

No. E.D.S. 3309/Elec/322-45
Encls.

ELECTRICAL SECRETARIAT, 196

Bangalore, 11th March 1947

From

The Secretary to Government,
Electrical Department,
Bangalore.

To

The Secretary to the
Hon'ble the Resident in Mysore,
Bangalore.

Subject:- Supply of electricity to the Silk Filature Factory at Kollegal - Draft Agreement.

Sir,

I am directed to invite reference to this office letter No.EDS.1724/Elecl.322-45-5 dated the 19th December 1946 on the above subject, and to request you kindly to intimate the stage in which the matter stands at present.

I have the honour to be,
Sir,
Your most obedient servant,

Secretary to Government,
Electrical Department.

A.N.11th.

o/c

Elecl 322-45

197

No.D.F.54-43/Pol.

From The Secretary to the Hon'ble the Resident in Mysore.

To The Secretary to the Government of Madras,
Public Works Department, Madras.

Bangalore, 19th March 1947.

1771
19-3-47

Supply of electricity to the Silk Filature Factory at Kollegal - Draft Agreement.

Sir,

I am directed to refer to my letter No.D.F.54-43/Pol., dated the 30th December 1946, and to enquire how the case stands and when a reply may be expected.

2. I am to add that the Government of Mysore have reminded this Residency in the matter.

I have the honour to be,
Sir,
Your most obedient servant,

Sd/- P.M. Raman Nayar

for SECRETARY TO THE RESIDENT.

Copy forwarded to the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, Bangalore, for information with reference to his letter No.E.D.S.3309/Elcl./322-45, dated the 11th March 1947.

Record

Raman Nayar

for SECRETARY TO THE RESIDENT.

Tcn.

RR 19.3.47

Mal 3/47

Sno 20/3

Elec 322-45-6

No.DF.54-43/Pol. 198

From

The Hon'ble Lt. Col. Sir Walter Campbell, K.C.I.E.,
Resident in Mysore.

To

The Secretary to His Excellency
the Crown Representative, New Delhi

Dated Bangalore, the 19th April 1947.

Supply of electricity to the Silk Filature Factory at Kollegal - Draft Agreement between the Governments of Madras and Mysore.

Sir,

I have the honour to enclose a copy of a draft agreement between the Governments of Madras and Mysore relating to the supply of power by the Government of Mysore to the Silk Filature Factory at Kollegal, Madras Province, and to request that the approval of His Excellency the Crown Representative to the agreement may kindly be obtained and communicated to this Residency.

I have the honour to be,
Sir,
Your most obedient servant,

Sd. W. F. Campbell,
RESIDENT.

SECRETARY TO GOVERNMENT
No.....
Date.....
ELECL. & RAILWAY DEPTS.

Copy forwarded to:

The Secretary to the Government of Madras, Public Works Department, with reference to his letter No.1362 /43-82, dated the 27th March 1947.

The Secretary to the Government of His Highness the Maharaja of Mysore, Electric Department, in continuation of the letter from this Residency No.DF.54-43, dated the 19th March 1947.

V.Ramaswamy

SECRETARY TO THE RESIDENT.

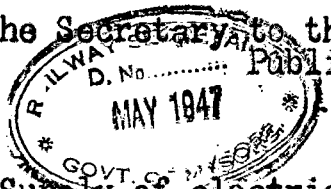
Elecl 322-45-7

199

No.DF.54-43/Pol.

From - The Secretary to the Hon'ble the Resident in Mysore.

To - The Secretary to the Government of Madras,
Public Works Department, Madras.

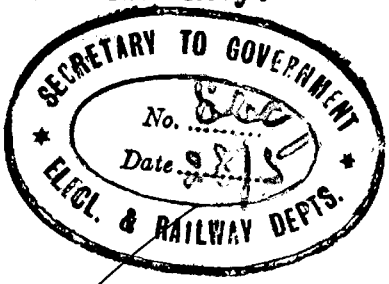


Dated Bangalore 27th May, 1947.

Supply of electricity to the Silk Filature Factory at Kollegal - Draft agreement between the Governments of Madras and Mysore.

Sir,

I am directed to refer to the correspondence ending with the endorsement from this Residency, No.DF.54-43/Pol., dated the 19th April, 1947, and to state that His Excellency the Crown Representative has approved the draft agreement. I am to request that five executed copies of the agreement may now be sent to this Residency for transmission to the Political Department for endorsement by the Secretary to His Excellency the Crown Representative and the affixation of the Crown Representative's seal in token of formal approval. One copy will be returned to you and another copy will be sent to the Government of His Highness the Maharaja of Mysore. Of the remaining three copies, two are intended for the Political Department and one for this Residency.



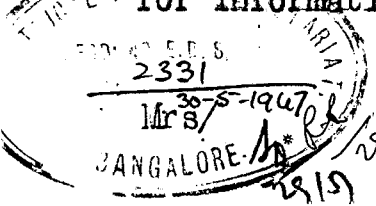
I have the honour to be,
Sir,
Your most obedient servant,

Sd/- P.M.RAMAN NAYAR.

for SECRETARY TO THE RESIDENT.

Copy forwarded to the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department for information.

for SECRETARY TO THE RESIDENT.



Elec 322-43-F

VERY URGENT.

No.DF.54-43/Pol.

From - The Secretary to the Hon'ble the Resident in Mysore.

To - The Secretary to the Government of Madras,
Public Works Department, Madras.

Dated Bangalore, the 28th June 1947.

Supply of electricity to the Silk Filature Factory at Kollegal - Agreements between the Governments of Madras and Mysore.

Sir,

I am directed to refer to my letter No.DF.54-43/Pol, dated the 27th May 1947, and to state that it would be appreciated if the five executed copies of the agreement asked for therein could kindly be expedited.

2. In order to avoid delay it is suggested that the Government of Madras might, after signing the copies, send them direct to the Government of Mysore for completion and direct transmission to this Residency.

I have the honour to be,
Sir,
Your most obedient servant,

SECRETARY TO THE RESIDENT.

SECRETARY TO GOVERNMENT
No. Elec
Date 25/6
ELECL. & RAILWAY DEPTS.

Copy forwarded to the Secretary to the Government of His Highness the Maharaja of Mysore, ~~Public Works~~ Electrical Department, Bangalore, for information in continuation of endorsement from this Residency, No.DF.54-43/Pol, dated the 27th May 1947.

SECRETARY TO THE RESIDENT.

ELECTRICAL WORKS SECRETARIAT
RECD. NO. E.D.S.
DATE 2505
30-6-1947
BANGALORE

28/6/47

28/6/47

FROM

THE SECRETARY

TO THE HON'BLE THE RESIDENT IN MYSORE.

To

MEMORANDUM NO.

Dated Bangalore, the *194* .

Reference my memorandum No. dated the

2. Attention is invited to notification by the Government of India in the Department No. dated the published in the Gazette of India (Extraordinary) dated the

Secretary to the Resident.

Elect 122-4 Corf

No.DF.54-43/Pol. VERY URGENT. 201

From - The Secretary to the Hon'ble the Resident in Mysore, Bangalore.
To - 1. The Secretary to the Government of Madras, Public Works Department, Madras.
2. The Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, Bangalore

ELECTRICAL WORKS SECRETARIAT. REGD NO. E.D. & 214 DATE 1-8-1947 BANGALORE

Dated Bangalore the 31st July 1947.

Subject - Supply of electricity to the Silk Filature Factory at Kollegal - Agreement between the Governments of Madras and Mysore.

Sir,

I am directed to refer to the letter/endorsement from this Residency, No.DF.54-43/Pol, dated the 28th June 1947.

2. Intimation has since been received in this Residency that the Political Department will cease to exist after the 14th August 1947 and that all communications to that Department excepting urgent telegrams should reach them by the 10th August 1947. In the circumstances it will not be possible for this Residency to arrange to obtain the necessary endorsement in token of the Crown Representative's approval of the above agreement unless executed copies of it are received in this Residency by the 5th August 1947.

I have the honour to be,
Sir,
Your most obedient servant,

P.N. Narayana Iyer
for SECRETARY TO THE RESIDENT.

DEPARTMENT.

BRANCH.

This is a

Secret ...

Draft Letter / Memorandum / Telegram

Class for telegrams — HOME: Emergency / Express / Ordinary; FOREIGN: Immediate / Priority / Without priority

No. Dated

To

To be issued on Issued on

1st Reminder

2nd Reminder

3rd Reminder

Heading :

Case or Diary No.

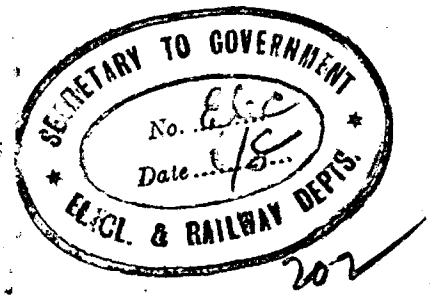
If post copy of telegram required

Date of despatch of above

List of enclosures

(Code word for telegrams.)

Elecl 322—4 5—8-



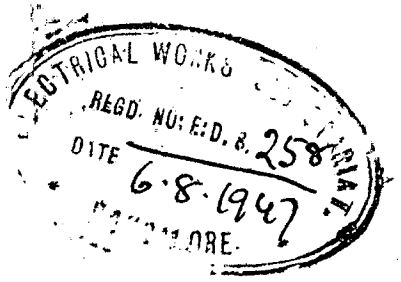
202

EXPRESS DELIVERY

GOVERNMENT OF MADRAS.
PUBLIC WORKS DEPARTMENT.

...

Letter No.1352 E/43-87.



From

O. PULLA REDDI, ESQ., I.C.S.,
Secretary to Government.

To

The Secretary to the Government of My e,
Electrical Department, Ban re.

Dated, Fort St. George, the 4th Augus 7.

Sir,

ELECTRICITY - SUPPLY TO SILK FILATURE T KOLLEGAL -
AGREEMENT BETWEEN THE GOVERNMENTS OF AS AND
MYSORE.

Ref : From the Secretary to the Hon'ble Re ent in Mysore,
No.DF.54-43/Pol. dated 31- -47.

....

I am to forward five executed copies of he agreement and to request you to forward them after co letion to the Hon'ble the Resident in Mysore by 5--8--47 obtaining the Crown Representative's approval with re nce to the letter from the Secretary to the Hon'ble Re ent in Mysore cited above.

Your obedient rvant,

D A.
5 copies of the agreement

T. V. Narayan
for Secretary to Government.

TSS/4-8-47.

Immediate

203

Appendix F. G.—1]

SUBJECT: Electricity - Supply to Silk Filature at Kollegal - Agreement.

Section Elec

File No. 322-45

Serial No. 9

Diary No. of letter replied to.....

No. E. Ds. 483

General and Revenue Secretriat

( )

the 194 .

To.

The Secretary to the Hon'ble the Resident in Mysore, Bangalore

Date of issue 7th August 1947

Sir,

Signed by Mr. K. V. Chennabasappa

I am directed to acknowledge the receipt of your letter No. D.F. 54-43/Fol. dated the 31st July 1947 on the above subject, and to forward herewith five copies of the agreement after completion by the Govt. of Madras and the Govt. of Mysore. and to *

I have etc.

List of enclosures. (5 Copies of Agreement)

Copied by.....

Examined by .....

for 7.8.47

Secretary to Govt, Electrical Dept

7/8

WD 0874—GPB—25,000—20-11-45

42 Elecl 322-45-10.

BY AIR MAIL.

EXPRESS LETTER.

From

Resmys,
Bangalore.

To

Polindia,
New Delhi.

No.DF.DF.54-43/Pol. dated Bangalore 8th Aug.1947.

Electricity - Supply to Silk Filatures at Kollegal - Agreement between the Governments of Madras and Mysore.

Ref: Your memorandum F.8(2)-I.A/47 dated May 16th.

2. Five copies of completed agreement (together with the draft returned with your above memorandum) are enclosed for favour of necessary action.

The issue of the above has been authorised.

ELECTRICAL WORKS SECRETARIAT. REGD NO. E.D.S. 281 DATE 9-8-1947. BANGALORE

Sd.T.L.Bro[illegible]don,
SECRETARY TO THE RESIDENT.

Copy forwarded for information to -

The Secretary to the Government of Madras, Public Works Department, with reference to his endorsement No.1352 E/43-88, August 4th.

The Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department, with reference to his letter E.D.S.483/Elecl.322-45-9, August 7th.

V.Ramadan
SECRETARY TO THE RESIDENT.

BJ

SECRETARY TO GOVERNMENT
No. ....
Date ....
ELECL. & RAILWAY DEPTS.

Elecl 322-45-R

Government of Madras.

...

Public Works Department,
Fort St. George, Madras,
Dated the 12th September, 1947.

Letter No.1352-E/43-89.

From

Sri T.V. Natesa Mudaliar, B.A.,
Assistant Secretary to Government.

ELECTRICAL WORKS SECRETARIAT
REGD. NO. E.D.S. 551
DATE 23-9-'47
BANGALORE

To

The Secretary to the Government of Mysore,
Electrical Department,
Bangalore.

Sir,

Sub:- Electricity - Supply to silk Filatures at Kollegal-Agreement between the Governments of Madras and Mysore.

Ref:- A) Madras Government letter No.1352-E/43-87 dated the 4th August, 1947.

...

I am directed to enquire when a copy of the completed agreement may be expected.

Your obedient servant,

T. V. Natesan
Assistant Secretary to Government.

Rec 19-9-47

Rec VJ pvr.13. 20.9.47

Appendix F. G.—1]

SUBJECT Electricity - Supply to Silk Factories and Kollegal - Agreement

Section Elec I

File No. 322-45

Serial No. 11

Diary No. of letter replied to.....

No. EDS 890.

General and Revenue Secretariat

( )

the 194 .

To.

The Secretary to Govt,
P.W.D., Madras.

Date of issue 26th Sept. 1947

Signed by Mr. R. Ramakrishna

Sir,

With reference to your letter No. 1352-E/43-89 dated the 12th September 1947 on the above subject, I am directed to invite a reference to letter No. D.F. 54-43/1 dated the 9th August 1947 of the Secretary to the Hon'ble the Resident in Mysore to Polindia, New Delhi, a copy of which was also forwarded to you by the Dewan Residency. The

List of enclosures Nil

Copied by forwarding copies of the agreement as concluded by this Govt for necessary action

Examined by

completed copies have not yet been received from the Govt. of India.

I have etc.

25/9/17

Secretary to Govt.
Electrical Dept

20/9

Appendix F. G.—1]

SUBJECT Electricity - Supply to Silk Filatures at Kollegal - Agreement.

Section Ebal

File No. 322—45

Serial No. 12

Diary No. of letter replied to.....

No. Edn 983/8L

General and Revenue Secretariat

( )

the 194 .

To.

The Secretary to Govt,
Department of Indian
Govt of Indian States,
New Delhi.

Date of issue 7/10/47

Signed by Mr. R.R.

Sir,

I am directed to invite a reference to ~~Letter~~ Express No. D.F.54-43/Pol. dated the 8th August 1947 from the Secretary to the Hon'ble the Resident in Mysore to the Political Dept of the Govt of India on the above subject and to request that completed copies of the agreement entered into by this Govt. with the Govt. of Madras, may

List of enclosures.....

Copied by 6/10.

Examined by.....

arrangements to be
kindly be returned early.

I have the.

[illegible]
1.x.47.

Secretary to Govt.
Elect. Dept.
26/9 for 30.9.47

Lab
2-4-52
Si

MAdras

Bombay

Elecl 322-45-R

ELECTRICAL WORKS SECTION
RECD. No. 785
DATE 7/11/47
BANGALORE

GOVERNMENT OF MADRAS.
Public Works Department.
***
No.1352-E/43-90.
...

SECRETARY TO GOVERNMENT
No. Elec
Date 7/11
ELECL. & RAILWAY DEPTS.

From

Sri T. V. Natesa Mudaliar, B.A.,
Assistant Secretary to Govt.

To

The Secretary to the Government of Mysore,
Electrical Department, BANGALORE.

Sir, Dated, Fort St. George the 3rd November 1947

Sir,

Sub: Electricity - Supply to Silk Filatures at Kollegal-
Agreement.

Ref: From the Secretary to the Government of Mysore, Electrical department Lr. No.EDS 890/Elecl-322-45-11, dated 26.9.47.

....

I am directed to enquire when completed copies of the agreement may be expected.

Your obedient servant,

T. V. Natesa
Assistant Secretary to Government.

tvn/-5.11.

213

Appendix F. G.—1]

SUBJECT Electricity — Supply to Srl's Filatures at Kollegal — Agreement

Section Elect
File No. 322-45
Serial No. R.

Diary No. of letter replied to

No. Sols 1352/Elect

General and Revenue Secretariat

( )

the 194 .

To.

The Secretary to Govt.,
Dept. of Indian States,
Govt. of India,
New Delhi.

Date of issue 17:11:47

Signed by Mr R.O.

Sir,

I am directed to invite
Kindly a
~~a~~ reference to this office
letter No. ED. 983/Elect. 322-
45-12 dated the 7th October
1947 on the above subject,
and to request that
completed copies of the ~~above~~
relating 15th above.
agreement may kindly
be arranged to be returned
very early. The Govt. of
Madras have reminded

List of enclosures

Copied by

Examined by

for the return of these copies.

I have etc.

RR 15.11.47

Secretary to Govt.
Electrical Dept.

Memo no Eds 1353/circ

Copy wc to the Secretary, P.W.D., Govt. of Madras for information with reference to his letter dt. 1352-E/43-90 dt 3/11/47.

By order

RR 15/11/47

Secretary to Govt.
Elec. Dept.

7/11

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. Ed 1352
Elect 322-45-12 Bangalore, Dated, 17th November 1947

From

The Secretary to the Government of His Highness
the Maharaja of Mysore.
Electrical Department, Bangalore.

To

The Secretary to Government,
Department of Indian States,
Government of India,
New Delhi.

Subject:- Electricity - Supply to Silk Filatures at Kollegal - Agreement.

S i r,

I am directed to invite kindly a reference to this office letter No.EDS.983/Elecl.322-45-12 dated the 7th October 1947 on the above subject and to request that completed copies of the agreement may kindly be arranged to be returned very early as the Government of Madras have reminded for the return of these copies.

I have the honour to be,
S i r,
Your most obedient servant,

Sd. R. Ramakrishna,
Secretary to Government,
Electrical Department.

A.N.17th

P.T.O.

Memo No.MDS. 359 Dated Bangalore, 7 November 1947

Copy of the foregoing is forwarded with compliments to the Secretary to Government, Public Works Department, Madras for information with reference to his letter No. 1352-E/43-90 dated 3rd November 1947.

By Order,

Secretary to Government,
Electrical Department.

A.N.17th

AGREEMENT made this.....Sixth..... day of August 1947 ~~1946~~ between the Government of His Highness the Maharaja of Mysore represented by the Secretary to the said Government Electricity Department, for the time being, Mr. Ramakrishna ..... hereinafter called the 'Supplier' of the one part, and His Excellency the Governor of Madras in the exercise of the Executive Authority of the Province of Madras hereinafter referred to as the 'Consumer' of the other part.

22 JUL 1947 WORKS DEPARTMENT

Whereas the Supplier has agreed to supply, and the Consumer has agreed to take electric power at Kollegal for the period and upon the terms and conditions hereinafter set forth; NOW THESE PRESENTS witness that the parties have agreed in manner following, that is to say:-

1. The Supplier agrees to supply to the Consumer in the first instance 84 H.P. and eventually up to 300 K.W. when the extension to the new factory proposed to be constructed by the Consumer and changeover of the Kollegal Panchayat materialise.

2. This agreement shall be in force for a period of five years from the date the Supplier notifies the Consumer that power supply is made available at the point of supply, but the right of running and maintaining the transmission lines by the Supplier through the territory of the Consumer will continue for a further period of fifty years after expiry of the initial guarantee period of five years subject to the condition that the Consumer shall not be under an obligation to take power after the said period of 5 years.

3. The power will be delivered at a Central point or points at Kollegal at 13.2 K.V., 25 cycles, 3 phase by running a single 13.2 K.V. transmission line along with a telephone line along the New Bridge to Kollegal at the expense of the Supplier, who will at his expense lay, fit up, maintain, supervise and keep in repair, suitable and proper cables and

for the previous period of supply not exceeding three months.

8. Once in every year the meters shall be calibrated and standardised if considered necessary by the Supplier, in the presence of a representative of the Consumer.

9. Either party to this agreement may at any time and after notice to the other party, have a special test carried out of any or all the ~~three~~ meters belonging to the Supplier above mentioned at a place to be fixed by mutual agreement. The meter or meters so tested, shall be deemed to be correct if as a result of such tests the meter or meters are found to vary within the limits prescribed by the Indian Electricity Rules, 1937, or any statutory modification thereof for the time being in force. If the mean error be found to be more than that prescribed by the said Indian Electricity Rules or any statutory modification thereof for the time being in force, the Supplier will deduct from or add to the account of the preceding period of three months an amount equivalent to the error. The expenses of such tests shall be borne by the Supplier in the event of the accounts requiring any adjustment as hereinbefore mentioned. If no adjustment of the account is necessary as a consequence of such special ~~x~~ test the party at whose instance the test was conducted shall bear the cost of such test.

10. The Consumer shall permit the Supplier to occupy free of charge a space 50' x 50' at the point of supply for installing the terminal structure and a small room for locating the telephone, tools and other equipment necessary for efficient maintenance of the Transmission Line.

The terminal structure room and other equipment referred to above shall on the expiry of this agreement be dismantled and removed by the Supplier at his own expense.

11. (a): The total quantity of power delivered at the points of supply as registered by the Supplier's recording meter or meters installed for the purpose at such points shall be paid for by the Consumer by monthly payments as per tariff noted below subject to a monthly minimum of 1/12th of 10% on the Capital Cost incurred in arranging power supply. A meter hire of Rs.2/- per month per meter will be levied in addition.

	Total monthly consumption in K.W.H.	Rate per K.W.H. Annas.	Rate per K.W. of maximum demand per month.
I	Up to 1,00,000	0.450	
II	Exceeding 1,00,000 and upto 1,50,000	0.425	Plus Upto 1,000 K.W. Rs.2/- 1,000 K.W. and over Rs.2-12-0.
III	" 1,50,000 " 2,00,000	0.400	
IV	" 2,00,000 " 3,00,000	0.375	
V	" 3,00,000 " 5,00,000	0.350	
VI	" 5,00,000 " 10,00,000	0.325	
VII	" 10,00,000 and above	0.300	

The above tariff is subject to a maximum overall unit charge of 0.66 anna per unit without prejudice to the minimum monthly payment based on maximum demand defined in sub-clause (d) provided the consumption is in excess of 1,20,000 units per month. If the consumption is below 1,20,000 units per month, the tariff is subject to a maximum overall unit charge of 0.75 anna per unit without prejudice to the minimum monthly payment defined in sub-clause (d).

The above tariff and the maximum overall unit charges are further subject to a surcharge of 10% or such other rate as may be levied from time to time by the Government of Madras on the Consumers served by the Electricity Department of the Government of Madras from their Hydro-Electric Stations.

(b) For the purpose of this Agreement the maximum demand of supply to the Consumer for each month shall be the maximum

15. The Supplier reserves the right to discontinue the supply of power for the purpose of testing for a period not exceeding one hour once every month and also at any other time if it should appear necessary to the Supplier to test any portion of the plant in order to secure subsequent continuity of supply or for the purpose of connecting new machinery. These monthly stoppages may at the option of the Supplier, be extended on due notice to 6 hours once every six months. No reduction of the monthly minimum charges shall be claimed by the Consumer on this account.

16. The Consumer confers on the Supplier the right of laying and maintaining the transmission line referred to above through the territory of the Consumer and also the right of extending the Transmission Line beyond the point of supply in the said territory to places within the Mysore State beyond the territory of the Consumer for a period of 55 years in the first instance from the date on which this agreement doth come into force.

17. The Consumer agrees to reimburse the Supplier the amount of any income-tax that may have to be paid by the Supplier in respect of the earnings made by the Supplier under this agreement.

18. The Consumer shall exempt from the operation of the Madras Motor Vehicles Taxation Act 1931 all vehicles belonging to the Supplier and of the Supplier's employees when used for the purpose of construction and maintenance of the Transmission Line and equipment, in the territory of the Consumer.

19. The Consumer shall give to the Supplier all necessary facilities for clearing jungle lands for the required width for the satisfactory running and maintenance of the Transmission Line through the territory of the Consumer and the Consumer shall

P.T.O.

not charge the Supplier compensation or royalty in any shape or form on account of these works on Government lands within the Consumer's territory.

20. At the request of the Consumer this agreement may be extended beyond the 5 years period referred to in Clause 2 for a further period to be mutually agreed upon by the Supplier and the Consumer.

21. The Supplier and the Consumer hereby agree that if at any time there should arise any dispute or difference between them touching the interpretation or operation or carrying out of this agreement such disputes shall be referred to the decision of three arbitrators one to be appointed by each ~~of the parties~~ party and a third by the two arbitrators, and the decision of the arbitrators or of a majority of them, as the case may be, shall be final and binding on the parties.

22. In witness thereof R. Ramakrishna, the Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department for the time being, for and on behalf of the Government of His Highness the Maharaja of Mysore, and G. Sundaram, the Chief Engineer for Electricity to the Government of Madras, for and on behalf of and by the order and direction of His Excellency the Governor of Madras have hereunto set their hands.

R. Ramakrishna.
Secretary to the Government of His Highness the Maharaja of Mysore, Electrical Department.

Signed by the abovenamed in the presence of
1. S. Sivadatta, Superintendent Electrical Branch General and Revenue Secretariat
2. V. Doraiswamy, Clerk Elect. Branch G.A.S.

G. Sundaram
Chief Engineer for Electricity to the Government of Madras.

Signed by the abovenamed in the presence of
1. General Superintendent, Operating Systems
2. V. Venkataraman, Personal Assistant to the Chief Engineer for Electricity.

Approved and confirmed by the Governor General

Additional Secretary, Ministry of States, Government of I

Elec 322-45-13

No.D.90-IA/47.

SECRETARY TO GOVERNMENT
No. Elec
Date 25/11
ELECTL. & RAILWAY DEPTS.

From

The Deputy Secretary to the Government of India,
Ministry of States.

To

The Secretary to the Government of Mysore,
Electrical Department,
Bangalore.

ELECTRICAL WORKS SECRETARIAT
DIARY No. 897
DATE 26.11.47
BANGALORE

Dated New Delhi, the 18th November 1947.

Subject:- Electricity - Supply to Silk Filatures at Kollegal - Agreement between the Government of Madras & Mysore.

Sir,

I am directed to return herewith one copy of the above agreement, five copies of which were received with the Resident, Mysore's express letter No.DF.DF.54-43/Pol, dated August 8, 1947, and to say that the agreement has been approved and confirmed by the Governor General, and the copy of the agreement has been endorsed accordingly. Another copy, similarly endorsed, is being sent to the Government of Madras for their use.

I have the honour to be,
Sir,
Your most obedient servant,

Deputy Secretary to the
Government of India.

KK. 25/XI.

KRC 25.11.47

HS/-

Ebel 322-45- 14

C. F. No. 46]

GOVERNMENT OF MYSORE

No. E.662/ 15819
Encls.

OFFICE OF *Chief Electrical Engineer to the Government of Mysore.*

Bangalore.
Date 26. November 1947.

To

The Secretary to Government,
Electrical Department,
B A N G A L O R E.

SECRETARY TO GOVERNMENT
No. Ebel
Date 26/11
ELECL. & RAILWAY DEPTS.

Sir,

Subject:- Supply of electricity to the Silk Filatures Factory at Kollegal - completed agreement.

In inviting correspondence ending with your letter No. E.D.S.1724 dated 19-12-46 on the above subject, I have the honour to request you to send me a copy of the above agreement if it has been received duly approved by His Excellency the Crown Representative and got executed.

I have the honour to be,
Sir,
Your most obedient servant,

CHIEF ELECTRICAL ENGINEER.

ELECTRICAL BRANCH
REGD. No. 940
DATE 28/11/47

We have received this legal from the Crown Rep. A copy may be sent to us.
RR 27.11.47

D.No.897.

The main file has been submitted to the Asst. Secy. on 27/11/47.

27/11/47

27/11

27/11

Elec 322-45-R

TELEPHONE No. 2110

No. B.662/ - 19460

ENCLO.

TELEGRAPHIC ADDRESS:
'GOMED'

GOVERNMENT OF MYSORE
ELECTRICAL DEPARTMENT

OFFICE OF THE CHIEF ELECTRICAL ENGINEER,
Bangalore, 26th December 1947.
(MYSORE, S. INDIA.)

Rec'd 26.12.47 — Dept 26-12-47 — Bangalore

The Secretary to Government,
Electrical Department,
BANGALORE.

Mr 67
26/12/47

Sir,

Subject:- Supply of electricity to the Silk Filatures Factory at Kollegal
Completed Agreement.

In inviting correspondence ending with your letter No. E.D.S.1724 dated 19-12-46 and this office No. B.662//5819-20 dated 26-11-47 on the above subject, I have the honour to request you to send me a copy of the above agreement if it has been received duly accepted by His Excellency the Crown Representative.

I have the honour to be,
Sir,
Your most obedient servant,

CHIEF ELECTRICAL ENGINEER.

Appendix F G—1]

SUBJECT Supplying electricity to the Tata Silk Factory at Kollegal - Agreement

Section Elect

File No. 322-45.

Serial No. 15

Diary No. of letter replied to.....

No. EDS 1740 Enclosures

To

The Chief Electrical Engineer,
Bangalore

General and Revenue Secretariat

( )

the 19 .

Date of issue 2nd January 1918

Sir,

Signed by Mr. R. Ramakrishna

With reference to the correspondence ending with your letter No. 16558 dated the 9th December 1917 on the above subject, I am directed to forward herewith for your information and record in your office, a copy of the agreement approved and confirmed by the Governor General of India. I have etc.

List of enclosures (Copy of Agreement to the CEE & A & D)

Copied by .....

Examined by .....

WD 086—GPB—40,000—30-7-40

Secretary to Govt,
Elect & Dept

Enclosures.

Copy (with a copy of the agreement) sent to the Auditor, Elect. Dept. for information.

B. E.

Secretary to Govt.
" Elect. Dept.
27/11

AGREEMENT made this sixth day of August 1947 between the Government of His Highness the Maharaja of Mysore represented by the Secretary to the said Government Electricity Department, for the time being, Mr. R. Ramakrishna hereinafter called the 'Supplier' of the one part, and His Excellency the Governor of